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May 10, 2021

**VIA ELECTRONIC FILING**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
45 L Street NE  
Washington, D.C. 20554

Re: Petition for Declaratory Ruling of Missouri Network Alliance, LLC d/b/a Bluebird Network

Dear Ms. Dortch:


Missouri Network Alliance, LLC d/b/a Bluebird Network ("Bluebird") is filing the attached Petition for Declaratory Ruling seeking preemption of the excessive rights-of-way ("ROW") fee scheme imposed by the City of Columbia, Missouri ("Columbia" or the "City").

Bluebird has several current rights-of-way permits, as well as an overarching rights-of-way agreement with the City, through which the City assesses a ROW fee of \$1.91 per linear foot, with no cap on the total amount due. As a result of this fee structure, Bluebird's fee liability will increase by more than six hundred percent following the completion of its network expansion in 2022.

Despite months of attempts to reach an agreement on an alternative fee and permitting arrangement, the City continues to insist on the payment of discriminatory and excessive fees. The City has left Bluebird with no choice but to seek relief from the Commission.

Should you have any questions, please contact the undersigned.

Sincerely,

  
Joshua S. Turner

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Petition of Missouri Network Alliance, LLC	)	Docket No. _____
d/b/a Bluebird Network for Preemption and	)	
Declaratory Ruling Pursuant to Section 253(d)	)	
of the Communications Act of 1934	)	

**PETITION FOR PREEMPTION AND DECLARATORY RULING  
PURSUANT TO SECTION 253(D) OF THE COMMUNICATIONS ACT**

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May 10, 2021

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**PETITION FOR PREEMPTION AND DECLARATORY RULING  
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**I. INTRODUCTION AND SUMMARY**

Pursuant to Section 253(d) of the Communications Act of 1934, as amended (the “Act”), and Section 1.2 of the Federal Communication Commission’s (“FCC” or “Commission”) rules,<sup>1</sup> Missouri Network Alliance, LLC d/b/a Bluebird Network (“Bluebird”) hereby petitions the Commission for a declaratory ruling preempting the excessive, unreasonable, and discriminatory rights-of-way (“ROW”) fee scheme employed by the City of Columbia, Missouri (“City” or “Columbia”). The City’s ROW fee regime violates Section 253 by materially inhibiting Bluebird’s ability to bring competitive broadband services to customers in the City, which will constrain broadband deployment and perpetuate the digital divide.

The City’s scheme runs afoul of Section 253 in three independent ways. First, the fees imposed by the City on Bluebird have a prohibitory effect as a result of their sheer size in relationship to the revenue that Bluebird can expect from its network in Columbia. The City requires Bluebird to pay an annual fee of \$1.91 per linear foot for all fiber optic facilities installed within City ROW, with no cap or upper limit on amount. Under this arrangement,

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<sup>1</sup> 47 U.S.C. § 253(d); 47 C.F.R. § 1.2.



Bluebird currently pays the City approximately \$75,000 per year in ROW fees for facilities currently installed in the Columbia ROW. However, Bluebird is expanding its fiber network in the City, which will expand competitive broadband services within the City's boundaries. Bluebird is in the process of deploying significant additional fiber facilities in the City, which will not only meet existing customer demand for wireless backhaul services, but will also provide the network infrastructure necessary to enable Bluebird to expand services to customers within the City, which include medical facilities, schools, libraries, banks, and other important community institutions. This expansion, however, will come at a significant cost: It will increase Bluebird's ROW fees by *more than 630 percent* – from \$75,000 to more than \$550,000 per year. And because revenue does not increase linearly with feet of fiber in the ground, that expanded fee will swallow a 24 percent of Bluebird's gross revenue in Columbia in fiscal year (FY) 2021 and more than 31 percent of its gross revenue in FY2022.<sup>2</sup> Fees of this magnitude are a significant barrier to Columbia's connected future and Bluebird's participation in the market, and longstanding FCC and judicial precedent confirm that this type of ROW arrangement unlawfully prohibits the provision of service in violation of federal law.

Second, Columbia's ROW fee scheme violates Section 253(a) because it materially inhibits Bluebird from competing in a fair and balanced regulatory environment by treating broadband competitors in a discriminatory fashion. In contrast to Bluebird – which, to Bluebird's knowledge, is the only broadband provider in Columbia currently paying ROW fees based on the linear foot size of its broadband network – a number of competing telecommunications carriers pay the City fees based on their telecommunications services

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<sup>2</sup> M. Morey Decl. ¶ 7.

revenues, while the fees paid by cable operators are based on their video services revenues.<sup>3</sup>

Moreover, again to Bluebird's knowledge, neither cable companies nor other telecommunications providers are subject to the onerous permitting process that applies to Bluebird, which requires that each permit application be heard at a minimum of two city council meetings.<sup>4</sup> Thus, unlike Bluebird, other providers of broadband services in Columbia can build out their broadband networks without incurring substantial ROW fees as a precondition to that buildout, and without having to endure months of delay for permit approval.

Third, the City's ROW fee scheme constitutes an effective prohibition in violation of Section 253(a) because the ROW fees that Bluebird faces bear no relationship to Columbia's costs to manage the ROW. Under Section 253(a), ROW fees must have some basis in the locality's costs to avoid causing a *per se* effective prohibition – a standard that Columbia cannot meet here. Indeed, in addition to burdensome ROW fees, Bluebird must pay Columbia all costs the City conceivably could incur in its management of the ROW, including the City's costs associated with: (1) "permit related review and inspections"; and (2) repair and restoration of the City's surface and underground structures in the ROW as well as its streets and roads. Indeed, the ROW Agreement refers to the ROW fee that Columbia imposes on Bluebird as "annual rent," leaving no doubt that the fee is unrelated to the City's ROW costs.

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<sup>3</sup> Bluebird has made multiple requests for the City to produce copies of existing franchise or ROW agreements with other service providers, but these requests have been ignored. M. Morey Decl. ¶ 9.

<sup>4</sup> If the City Council adjusts a Bluebird customer location application, the permit application needs to be modified and resubmitted anew, restarting the permit process from the beginning each time. The process restarts regardless of the significance of the adjustment being made. For example, if the City determines that a pole attachment should be located in the southeast corner, rather than the requested northwest corner, Bluebird will be required to resubmit its permit application anew. This causes months of permit approval-related delays.

Bluebird does not take the step of filing this Petition lightly. Bluebird agrees with Acting Chairwoman Rosenworcel about the importance of “work[ing] with cities and states across the country” to “speed the way for 5G service . . . because they are our partners.”<sup>5</sup> The City is one of Bluebird’s customers, and Bluebird has sought to make Columbia a partner in its efforts to expand connectivity in the City. Bluebird has engaged with the City on multiple occasions, proposing alternative fee arrangements that would bring Bluebird’s fee burden closer to what the City charges other communications providers using the ROW while still enabling the City to bring in revenue from Bluebird’s activities. However, the City has been unwilling to work with Bluebird to find a solution and agree on a fee structure more in keeping with what similar jurisdictions charge.<sup>6</sup>

Bluebird respectfully asks the Commission to issue a declaratory ruling holding that the uncapped \$1.91 per linear foot ROW fee assessed by the City of Columbia on Bluebird’s broadband facilities is preempted under Section 253(a) of the Act.

## **II. FACTUAL BACKGROUND**

Headquartered in Columbia, Missouri, Bluebird is a fiber-network operator and owner of two data centers, providing Internet access, fiber transport, and tandem services across the

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<sup>5</sup> *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Deployment*, Declaratory Ruling and Report and Order, 33 FCC Rcd 9088, 9203 (2018) (“2018 Infrastructure Order”) (Rosenworcel, dissenting).

<sup>6</sup> It has now been nearly a month since Bluebird provided, at the City’s request, additional information regarding the fees charged by surrounding jurisdictions, and the City still has not responded—indeed, the City has not offered *any* substantive response to the proposal that Bluebird first offered in October of last year. *See* Email from Joshua Turner, Counsel to Bluebird Network, to Nancy Thompson, City of Columbia (Apr. 8, 2021) (“April 2021 Comparables Letter”) Provided as Attachment 3; *see also* Letter from Sue Schaefer, Director, Business Development, Bluebird Network, to Hon. Mayor Brian Treece, City of Columbia (October 23, 2020) (“October 2020 Proposals Letter”) Provided as Attachment 4.

Midwest, including throughout Missouri. Bluebird's fiber network spans 10,000 fiber-route miles and provides connectivity to over 74,000 on-net and near-net buildings.<sup>7</sup> The company's customers include wireless carriers that use Bluebird's network capacity for backhaul from small cells, 5G nodes, and other facilities;<sup>8</sup> wholesale and enterprise customers;<sup>9</sup> educational and healthcare institutions and providers;<sup>10</sup> and public safety entities.<sup>11</sup>

Bluebird is expanding its fiber network in several communities in Missouri, including Columbia, a city of approximately 121,000 people located in central Missouri.<sup>12</sup> Specifically, Bluebird is in the process of adding more than 60 route miles of fiber optic cable within Columbia as part of a larger Midwest expansion project that will provide access to over 500 additional wireless towers and reach across five states and 28 markets in support of 5G network deployments.<sup>13</sup> The Columbia build is expected to be completed by year end 2022.<sup>14</sup>

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<sup>7</sup> *About*, Bluebird Network, <https://bluebirdnetwork.com/about> (last visited Apr. 30, 2021).

<sup>8</sup> *See Carrier Services*, Bluebird Network, <https://bluebirdnetwork.com/carrier-services> (last visited Apr. 30, 2021).

<sup>9</sup> *See Enterprise*, Bluebird Network, <https://bluebirdnetwork.com/enterprise-services> (last visited Apr. 30, 2021).

<sup>10</sup> *See* Bluebird Network, Education Brochure, <https://bluebirdnetwork.com/wp-content/uploads/2020/07/Education-Brochure-2.26.18.pdf> (last visited Apr. 30, 2021); Bluebird Network, Healthcare Brochure, <https://bluebirdnetwork.com/wp-content/uploads/2020/07/Healthcare-Brochure-2.26.18.pdf> (last visited Apr. 30, 2021).

<sup>11</sup> *See* Bluebird Network, Government & Public Safety Solutions Brochure, <https://bluebirdnetwork.com/wp-content/uploads/2020/07/Government-and-Public-Safety-2.26.18.pdf> (last visited Apr. 30, 2021).

<sup>12</sup> *Expansions*, Bluebird Network, [Expansion / Densification City Maps - Bluebird Network](#) (last visited Apr. 30, 2021).

<sup>13</sup> Press Release, Business Wire, Bluebird Network Strengthens 5G Network Capabilities Across the Midwest (Mar. 2, 2021), <https://www.businesswire.com/news/home/20210302005057/en/Bluebird-Network-Strengthens-5G-Network-Capabilities-Across-the-Midwest>.

<sup>14</sup> *Id.*; *see also* M. Morey Decl. ¶ 5.

In November 2017, Columbia enacted an ordinance authorizing rights-of-way use through multiple types of agreements, including franchises and ROW use agreements (the “ROW Ordinance”).<sup>15</sup> All ROW users not covered by a franchise or other legal authority must enter into a ROW use agreement with the City to obtain authorization for general use of the municipal rights-of-way, unless relying on preexisting ROW use agreements that govern use of specific portions of the ROW.<sup>16</sup>

The ROW Ordinance provides that a ROW user “shall be responsible for all *reasonable costs* borne by the city that are *directly associated* with a ROW user’s ROW work permit or use of the rights-of-way thereunder.”<sup>17</sup> The ROW Ordinance further provides for the assessment of permit fees to “reimburse the city for its actual costs incurred and anticipated from the permit, inspections and applicant’s use of the rights-of-way[.]”<sup>18</sup> Despite a reference to a “fee schedule” listed in Chapter 24 of the City Code, no such publicly available schedule exists.<sup>19</sup>

Columbia has imposed a \$1.91 per linear foot charge on Bluebird over the years through a series of ROW use agreements, covering individual projects.<sup>20</sup> Under pressure from the City, Bluebird entered into a ROW Agreement in 2020 that included similar fee amounts.<sup>21</sup> Under these fee agreements, Bluebird paid ROW fees of approximately \$75,000 for 2020.<sup>22</sup> However,

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<sup>15</sup> Columbia, Mo., Ordinance No. 023373 (Nov. 20, 2017) (“ROW Ordinance”) Provided as Attachment 1.

<sup>16</sup> *Id.* §§ 24-167(a)(2), (a)(4).

<sup>17</sup> *Id.* § 24-169(3) (emphasis added).

<sup>18</sup> *Id.* § 24-172(a).

<sup>19</sup> *Id.*

<sup>20</sup> M. Morey Decl. ¶¶ 6, 7.

<sup>21</sup> *Id.* ¶ 7.

<sup>22</sup> *Id.*

following the completion of Bluebird’s proposed Columbia expansion, this ROW fee will increase more than sixfold to roughly \$552,000/year by the end of 2022.<sup>23</sup> ROW fees of this magnitude will comprise nearly a third of Bluebird’s expected gross revenues in Columbia—over 30 percent.<sup>24</sup> And, the ROW fees that Bluebird faces in Columbia stand in stark contrast to other municipalities in Missouri that either do not charge ROW fees at all or cap per linear foot ROW fees at a reasonable dollar amount.<sup>25</sup>

Other broadband providers in Columbia pay ROW fees based either on their telecommunications services revenues, number of pole attachments, or on their video revenue gross receipts, and do not pay a per foot fee for deploying broadband facilities.<sup>26</sup> This disparity in ROW fee methodologies has led to a competitive imbalance between broadband providers – an imbalance only exacerbated as Bluebird deploys more fiber in Columbia, which triggers greater ROW fees under the per linear foot methodology. By contrast, because the ROW fees faced by Bluebird’s competitors in Columbia are not based on the linear feet of their networks, they are unaffected by the physical expansion of those networks. For fiscal year 2022, a broadband provider operating under a five percent gross receipts structure would pay the City approximately \$88,155 based on revenue like Bluebird’s, while Bluebird will be assessed a per-linear-foot fee of \$551,534, resulting in a \$463,379 disparity in ROW fees.<sup>27</sup>

The linear foot ROW fees that Bluebird faces in Columbia are particularly pernicious because they must be paid with the broadband network deployment but before Bluebird receives

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<sup>23</sup> *Id.*

<sup>24</sup> *Id.*

<sup>25</sup> M. Morey Decl. ¶ 18; *see also* April 2021 Comparables Letter.

<sup>26</sup> M. Morey Decl. ¶ 10.

<sup>27</sup> *Id.*

any customer revenue. By contrast, under the telecommunications services revenues or cable gross receipts methodologies, Bluebird's competitors in Columbia only pay ROW fees after they successfully sell services to their customers.

Linear foot fees also are often incurred as a result of a strategic build (such as Bluebird's deployment in Columbia) to attract new customers but before new customers sign up for service. Thus, Bluebird takes on substantial ROW fee liability as it expands its network and must begin paying these fees immediately. Because fees on services or gross receipts are only incurred after revenue has been received, Bluebird's competitors in Columbia have greater flexibility to undertake strategic network deployments. Bluebird's competitors can thus bid more effectively on projects and have an easier time winning customers, because they do not face the need to pay upfront costs on new network builds before revenue starts accruing.<sup>28</sup> The discriminatory effect is especially pronounced when a provider subject to gross receipts ROW fees pays those fees on services such as cable, which allows a provider to repurpose existing infrastructure to compete against Bluebird without incurring additional ROW fees.

In anticipation of its network expansion in Columbia and the corresponding increased ROW fees it would be required to pay, Bluebird attempted to negotiate a more equitable fee arrangement with the City in 2019. Specifically, Bluebird requested that the City assess ROW fees based either on a gross receipts methodology or a per linear foot methodology subject to a reasonable cap for the aggregate network.<sup>29</sup> In February 2020, the City expressed a lack of interest in negotiating a more flexible arrangement, because in its view a franchise agreement

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<sup>28</sup> *Id.* ¶ 11.

<sup>29</sup> *Id.* ¶ 15.

would “require[] public approval by a vote.”<sup>30</sup> In April 2020, the City cut off further discussions by advising that its legal department had concluded that Bluebird would be required to pay a per linear foot fee.<sup>31</sup> To prevent further delay to its network deployment schedule, Bluebird entered into an ROW use agreement with the city in July 2020, which included a per linear foot fee provision (“ROW Agreement”).<sup>32</sup> Specifically, Section 3 provides “[f]or its use of the street rights-of-way within the City, [Bluebird] shall by the City \$1.91 per linear foot annually.”<sup>33</sup>

Subsequent to execution of the ROW Agreement, Bluebird continued to seek more reasonable ROW fees from the City. Bluebird sent Columbia emails and letters on the subject and submitted formal proposals of prospective alternative fee arrangements that would level the competitive playing field.<sup>34</sup> Despite Bluebird’s best efforts to work collaboratively with Columbia to achieve an equitable solution to current fee arrangement, the City has refused to engage in any meaningful way. Indeed, after Bluebird proposed a potential resolution that would have involved fees closer to those charged by other jurisdictions in Missouri, the City asked for additional information on those jurisdictions—and then failed to follow up with Bluebird after the information was provided, and simply sent an invoice instead. The City has now made clear that if Bluebird does not pay this invoice, the City will not authorize any further ROW permits

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<sup>30</sup> Email from Steve Van Matre, Asst. City Counselor, City of Columbia, to Sue Schaefer, Director, Business Development, Bluebird Network LLC (Feb. 3, 2020). Provided as Attachment 5.

<sup>31</sup> Email from Steve Van Matre, Asst. City Counselor, City of Columbia, to Sue Schaefer, Director, Business Development, Bluebird Network LLC (Apr. 14, 2020). Provided as Attachment 6.

<sup>32</sup> Columbia, Mo., Ordinance No 024278 To Authorize Right of Use Permit, Fiber Optical Cable, between Bluebird Network LLC and the City of Columbia (July 6, 2020) (“ROW Agreement”). Provided as Attachment 7.

<sup>33</sup> *Id.* § 3.

<sup>34</sup> *See, e.g.*, October 2020 Proposals Letter; April 2021 Comparables Letter.



for construction of new facilities.<sup>35</sup> That will make it impossible for Bluebird to add additional facilities to expand its service, including to health care facilities and other critical infrastructure. As a result, Bluebird has been left with no alternative but to seek relief from the Commission.

### **III. STATUTORY BACKGROUND AND OVERVIEW OF ARGUMENT**

In 1996, Congress recognized the need “[t]o promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies.”<sup>36</sup> To serve these important policy objectives, Congress adopted numerous reforms to the Communications Act of 1934, including by adding Section 253. Section 253 reduces barriers to entry and promotes deployment by broadly preempting all “State or local statute or local regulation[s], or other State or local legal requirement[s],” that “prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.”<sup>37</sup> Section 253(c) saves from preemption legal requirements that collect “fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for use of public rights-of-way on a nondiscriminatory basis[.]”<sup>38</sup>

Congress further recognized that given the Commission’s expertise in communications technologies and services, the agency has an important role to play in determining the scope of the preemptive statute. Accordingly, Congress included a mechanism for parties to petition the Commission directly pursuant to Section 253(d). Under that provision, “[i]f, after notice and an

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<sup>35</sup> See E-mail from Vineet Kapila, City of Columbia, Missouri, to James Shaw, Bluebird Network (May 3, 2021). Provided as Attachment 8.

<sup>36</sup> Telecommunications Act of 1996, Preamble, Pub. L. No. 104-104, 110 Stat. 56.

<sup>37</sup> 47 U.S.C. § 253(a).

<sup>38</sup> *Id.* § 253(c).

opportunity for public comment, the Commission determines that a State or local government has permitted or imposed any statute, regulation, or legal requirement that violates [Section 253(a)], the Commission shall preempt the enforcement of such statute, regulation, or legal requirement to the extent necessary to correct such violation or inconsistency.”<sup>39</sup> Further, as a federal agency interpreting its organic statute, the FCC is entitled to judicial deference in interpreting language in statute such as “have the effect of prohibiting”<sup>40</sup>—and such deference is particularly warranted in this context, where the Commission is interpreting “complex” subject matter within its own policy bailiwick and technical expertise.<sup>41</sup>

Using that express authority, the Commission has weighed in on numerous state and local requirements to ensure that the statute works as intended and preempts unnecessary barriers to deployment. In a 1997 declaratory ruling resolving a Section 253(d) petition, the Commission articulated the standard for assessing whether a requirement causes an effective prohibition in violation of Section 253(a), finding that that the statute does not require that a barred prohibition need not be insurmountable, and that the relevant inquiry is whether the state or local requirement “materially inhibits or limits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment.”<sup>42</sup> That standard—called

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<sup>39</sup> *Id.* § 253(d).

<sup>40</sup> “Only a judicial precedent holding that the statute unambiguously forecloses the agency’s interpretation, and therefore contains no gap for the agency to fill, displaces a conflicting agency construction.” *Nat’l Cable & Telecomms. Ass’n v. Brand X Internet Servs.*, 545 U.S. 967, 982-83 (2005).

<sup>41</sup> See, e.g., *id.* at 1002-03; *Nat’l Cable & Telecomms. Ass’n v. Gulf Power Co.*, 534 U.S. 327, 328 (2002); *FDA v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120, 132 (2000); *Verizon Tel. Cos. v. FCC*, 292 F.3d 903, 909 (D.C. Cir. 2002).

<sup>42</sup> See *Ca. Payphone Ass’n Pet. for Preemption of Ordinance No. 576 NS of the City of Huntington Park, Ca. Pursuant to Section 253(d) of the Communications Act of 1934*, Memorandum Opinion and Order, 12 FCC Rcd 14191, ¶ 31 (1997) (“*California Payphone*”).

*California Payphone*—has guided the Commission and courts alike for more than 20 years in applying Section 253(a), including in the context of excessive and confiscatory fees and requirements that discriminate among providers.

This is not a close case. The conclusion that the City’s \$1.91 annual per foot ROW use fee is preempted by Section 253 falls comfortably within precedent long established by the Commission and the courts. The fee scheme violates Section 253(a) because the excessive magnitude of the fee materially inhibits the provision of service, because the discriminatory application of the fee against Bluebird creates an unbalanced legal and regulatory environment, and because the fee at issue bears no relationship to the City’s costs. Because the fee scheme is not reasonable, nondiscriminatory, or competitively neutral, it is not saved by Section 253(c).<sup>43</sup> Section 253(d) thus compels preemption of the City’s ROW fee scheme.

#### **IV. ARGUMENT**

##### **A. The City’s Fee Scheme Violates Section 253(a) of the Communications Act.**

1. Columbia’s Fee Scheme Imposes Significant Costs to Lay Fiber in the City, Thereby Hampering Deployment and Effectively Prohibiting the Provision of Service.

The Commission has long recognized that financial burdens such as the ROW fees at issue here can effectively prohibit service in violation of Section 253(a) as articulated in *California Payphone*. For instance, in its 1997 *Texas PUC Order*, the Commission determined that the imposition of “financial burden[s]” on providers can “have the effect of prohibiting” the

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<sup>43</sup> Although Section 253(b) provides a preemption safe harbor for “requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers[.]” 47 U.S.C. § 253(b), this is unavailing as Bluebird is not a provider of universal services pursuant to its ROW agreements with the City. Furthermore, the excessive ROW fee arrangement foisted on Bluebird by the City is not “competitively neutral.”

deployment of “telecommunications services.”<sup>44</sup> Likewise, in the *Pittencrieff Order* issued the same year, the agency acknowledged that even equitably distributed provider fees could constitute an effective prohibition.<sup>45</sup>

Following these early decisions, multiple federal appellate courts found that regulatory fees can violate Section 253(a). In *Municipality of Guayanilla*, the First Circuit held that a municipality’s action changing its regulatory fee structure from a half-percentage-point municipal license tax to a five percent gross revenue fee constituted a material inhibition in violation of Section 253(a).<sup>46</sup> In *City of Santa Fe*, the Tenth Circuit held that a conduit fee hike on installation costs raising those fees “by 30 to 59 [percent]” constituted an effective prohibition on the provision of service because it imposed a “substantial increase in costs” for the provider.<sup>47</sup>

In 2018, the Commission issued a *Declaratory Ruling and Order* endorsing these decisions and addressing municipal fees more directly.<sup>48</sup> In the order, the Commission clarified

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<sup>44</sup> *Pub. Util. Comm’n of Tex. Pet. for Declaratory Ruling and/or Preemption of Certain Provisions of the Tex. Pub. Util. Regulatory Act of 1995*, Memorandum Opinion and Order, 13 FCC Rcd 3460, ¶¶ 13, 78-79 (1997) (“*Texas PUC Order*”).

<sup>45</sup> *Petition of Pittencrieff Commc’ns, Inc. for Declaratory Ruling Regarding Preemption of the Tex. Public Utility Regulatory Act*, Memorandum Opinion and Order, 13 FCC Rcd 1735, ¶ 32 (1997) (“*Pittencrieff Order*”); *aff’d*, *Cellular Telecomm. Indus. Ass’n v. FCC*, 168 F.3d 1332 (5th Cir. 1999) (“[W]e do not preclude the possibility that even a neutral contribution requirement might under some circumstances effectively prohibit an entity from offering a service[.]”).

<sup>46</sup> *Puerto Rico Tel. Co. v. Mun. of Guayanilla*, 450 F.3d 9, 18 (1st Cir. 2006).

<sup>47</sup> *Qwest Corp. v. City of Santa Fe*, 380 F.3d 1258, 1271 (10th Cir. 2004); *see also Zayo Grp., LLC v. Mayor & City Council of Balt.*, Civ. No. JFM-16-592, 2016 WL 3448261, at \*6 (D. Md. June 14, 2016) (carrier’s claim that City’s “sudden and significant” fee increase that more than tripled conduit fees was prohibitive in violation of Section 253(a) survived motion to dismiss).

<sup>48</sup> *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, Declaratory Ruling and Third Report and Order, 33 FCC Rcd 9088, 9110-111, ¶¶ 43-46 (2018) (“*2018 Infrastructure Order*”).

that “the fees charged by local governments . . . can run afoul of the limits Congress imposed in the effective prohibition standard embodied in Section[] 253”<sup>49</sup> and that “even fees that might seem small in isolation have material and prohibitive effects on deployment, particularly when considered in the aggregate[.]”<sup>50</sup> Last year, the Ninth Circuit upheld this aspect of the ruling, observing that the savings clause in Section 253 does not allow “state and local governments . . . to make a profit by charging fees above costs.”<sup>51</sup> And most recently, the Chief of the Wireline Competition Bureau issued a *Declaratory Ruling* pursuant to Section 253(d) holding that fee regimes imposed by several Missouri jurisdictions were preempted by Section 253(a) to the extent these regimes sought to charge Bluebird duplicative fees for its fiber infrastructure located in City ROW.<sup>52</sup>

Consistent with this long-standing precedent, a straightforward application of *California Payphone* compels the conclusion that Columbia’s fee scheme violates Section 253(a). First, Section 253(a) is plainly applicable to the City’s actions, as the broadband facilities Bluebird is deploying in Columbia are used to provide “telecommunications services” within the meaning of the Act, and the City’s imposition of legal requirements through ordinances and related ROW use agreements are precisely the kind of local requirements contemplated by the statute. The Commission has expressly held that Section 253’s reference to “other State or local legal requirement[s]” covers enforceable contractual agreements, including ROW agreements<sup>53</sup>—and

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<sup>49</sup> *Id.* ¶ 43.

<sup>50</sup> *Id.* ¶ 53.

<sup>51</sup> *City of Portland v. United States*, 969 F.3d 1020, 1039 (9th Cir. 2020).

<sup>52</sup> *Mo. Network All., LLC d/b/a Bluebird Network and Uniti Leasing MW LLC*, Declaratory Ruling, 35 FCC Rcd 12811 (2020) (“*Bluebird Order*”).

<sup>53</sup> *See Pet. of the State of Minn.*, Memorandum Opinion and Order, 14 FCC Rcd 21697, 21707, ¶¶ 18-19 (1999) (“*Minnesota Order*”); *see also Sandwich Isles Commc’ns, Inc.*,

in fact, this was the precise vehicle by which other Missouri jurisdictions sought to impose the unlawful fees preempted by the *Bluebird Order*.<sup>54</sup>

Second, the ROW fees at issue are plainly prohibitory. Pursuant to the ROW Agreement, Bluebird must pay the City \$1.91 annually per linear foot for all broadband facilities installed in City ROW, with no cap on the total amount of fees assessed. Following Bluebird's planned network expansion, Bluebird will owe approximately \$552,000 in annual fees for its network, a seven-fold increase in its ROW fees. Furthermore, Bluebird's ROW fee exposure represents more **than 31 percent** of Bluebird's expected customer revenue from the use of those facilities. This amount is more than twelve times larger than the gross revenue fee at issue in *Municipality of Guayanilla*, which the court found effectively prohibited service.<sup>55</sup> Further, once Bluebird completes its planned expansion, its fee burden in the City of Columbia will be nearly seven times higher than it is now, thus far surpassing the quadruple increase in fees found to be unlawfully prohibitory in *City of Santa Fe*<sup>56</sup> and the doubling in fees imposed by other Missouri jurisdictions found to be preempted in the *Bluebird Order*.<sup>57</sup>

This impending fee burden also vastly outpaces the fees Bluebird incurs in other Missouri jurisdictions: for instance, while Joplin charges a per linear foot ROW fee, the overall fee amount is capped at \$96,000 per year.<sup>58</sup> Similarly, linear per foot fees in Cameron, Missouri, are

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Memorandum Opinion and Order, 32 FCC Rcd 5878, 5882-83, ¶ 13 (2017) ("*Sandwich Isles Order*").

<sup>54</sup> *Bluebird Order* ¶ 19.

<sup>55</sup> *Mun. of Guayanilla*, 450 F.3d at 18.

<sup>56</sup> *City of Santa Fe*, 380 F.3d at 1271.

<sup>57</sup> *Bluebird Order* ¶ 2.

<sup>58</sup> M. Morey Decl. ¶ 18.

capped at an aggregate annual fee burden of \$48,000.<sup>59</sup> Jefferson City, Maryville, Springfield, and St. Joseph charge no ROW use fees at all.<sup>60</sup> And while Bluebird does not concede that the fees charged by other jurisdictions are themselves lawful, or that such fees are relevant in determining the legality of Columbia's exaction, the large discrepancy between Columbia's regime and that of other jurisdictions is conspicuous.<sup>61</sup>

The overwhelming fee increase at issue here demonstrates the problematic nature of per foot fees under the material inhibition standard. While per foot fees may be superficially appealing because they are proportional to the quantity of infrastructure a provider deploys, the quantity of infrastructure deployed is not necessarily—and in fact, is often not—proportional to the range of services a provider may offer, the number of customers it can reach, or even the actual impact of the facilities on the rights of way (if any). Here, although Bluebird is expanding its network by laying significant new fiber facilities, the ROW fees it faces from this expansion will increase exponentially and swallow the majority of Bluebird's anticipated revenue.<sup>62</sup>

Per foot fee regimes like Columbia's have a particularly pernicious effect in rural areas, where customers are fewer and far between, and it takes substantially more infrastructure to reach them. A flat, uncapped, per-foot fee on linear infrastructure exacerbates the structural challenge that already exists in providing service to areas with lower population density. By

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<sup>59</sup> *Id.*

<sup>60</sup> *Id.*

<sup>61</sup> Moreover, the massive increase in costs that Bluebird is experiencing in Columbia is particularly significant when the rest of the ROW Agreement is taken into account. As discussed in Section IV.A.3, *infra*, Bluebird is subject to numerous other costs and hold harmless obligations related to its deployment and the maintenance of the ROW on top of the significant \$1.91/rent the City seeks to charge.

<sup>62</sup> Indeed, Bluebird would continue to be obligated to pay per foot fees on these facilities as long as they are in the ground, even if it loses the customer they were built to service.

their nature, ROW fee structures that impose fees in this manner depress buildout and thus not only result in effective prohibition of service in violation of Section 253, but also undermine other important policy objectives of the Commission, including expanding advanced communications services to all Americans.

The impact of the City's fee regime is not hypothetical. Bluebird is literally in the process of building out its network in Columbia that it will use to sell services to customers pursuant to agreements that do not permit Bluebird to pass through these types of ROW fees.<sup>63</sup> If obligated to pay Columbia approximately \$552,000 in ROW fees on an annual basis, on top of the other fees and costs imposed by the Agreement, Bluebird has only two options, both of which will materially inhibit broadband deployment in Columbia.

Bluebird could elect to pay Columbia's exorbitant ROW fees out of its own pocket. Because capital is a finite resource, however, amounts paid to Columbia in the form of excessive ROW fees are unavailable for Bluebird's use in paying for future broadband network deployments.<sup>64</sup>

Alternatively, Bluebird could seek to recover Columbia's outsized ROW fee from its customers in surrounding communities outside Columbia. Because providers must often price services or facilities at the regional or even national level,<sup>65</sup> a community like Columbia that exacts a disproportionately large fee in comparison to its costs (and the fees imposed by its neighbors) has the economic effect of forcing providers to pay those fees using general revenue—including revenue derived from other jurisdictions. This is not only prohibitory for the

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<sup>63</sup> M. Morey Decl. ¶ 21.

<sup>64</sup> *Id.*

<sup>65</sup> *Id.* ¶ 22.



provider, it is fundamentally unfair to the other communities in which the provider operates, because it in essence requires surrounding jurisdictions to subsidize the fees charged by Columbia.

It is also sustainable only so long as those other communities do not *also* raise their fees, thereby raising overall prices to consumers. This is precisely why the Commission and courts alike have recognized the need to look to the aggregate impact of a challenged fee, if that fee were imposed nationwide, in determining whether the fee is unlawfully prohibitory.<sup>66</sup> Section 253 was intended to remove barriers like these and promote deployment, and the Commission should emphasize that it is impermissible for individual jurisdictions to impose such extravagant fees that have a disproportionate, harmful impact on the greater telecommunications ecosystem.

2. By Subjecting Similarly Situated Providers to Different Regimes Imposing Lower Fees and Less Onerous Permitting Procedures, the City Has Prevented Bluebird from Competing in a Fair and Balanced Regulatory Environment.

Columbia's ROW fee scheme is separately unlawful under Section 253(a) because, to Bluebird's knowledge, other broadband providers are not subject to this fee, and instead pay fees based on services revenues, pole attachments, or gross receipts. As set forth above, a locality's regulatory scheme is preempted under Section 253(a) if it prevents service providers from competing in a "fair and balanced legal and regulatory environment."<sup>67</sup> A state or local requirement thus effectively prohibits the provision of telecommunications services if it imposes a material competitive disadvantage.<sup>68</sup> Specifically, a regulatory environment is not "fair and

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<sup>66</sup> See, e.g., *Mun. of Guayanilla*, 450 F.3d at 17; 2018 *Infrastructure Order* ¶ 53.

<sup>67</sup> *California Payphone* ¶ 31.

<sup>68</sup> *Texas PUC Order* ¶ 13.

balanced” when the costs of competing are not neutral, or when one provider’s ability to compete is disproportionately impacted by municipal regulatory requirements.<sup>69</sup>

In the *Western Wireless Declaratory Ruling*, the Commission found that a regulatory requirement instituted by the South Dakota Public Utilities Commission that obligated telecommunications providers to offer services throughout an entire designated area in order to receive universal service funding constituted an effective prohibition.<sup>70</sup> The FCC determined that, because only incumbent local exchange carriers had service offerings throughout the area, new entrants were at a competitive disadvantage because “a new entrant cannot reasonably be expected to be able to make the substantial financial investment required to provide the supported services in high-cost areas without some assurance that it will be eligible for federal universal service support.”<sup>71</sup> Similarly, in *City of White Plains*, the Second Circuit preempted a municipality from requiring one service provider to pay “a variety of forms of compensation” while not charging another any ongoing fees applicable to all providers.<sup>72</sup>

In this case, Bluebird is at a clear competitive disadvantage because Bluebird is required to pay significantly more than competing broadband providers for use of the same ROW. Other

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<sup>69</sup> See, e.g., *W. Wireless Corp. Pet. for Preemption of an Order of the South Dakota Pub. Utils.*, Declaratory Ruling, 15 FCC Rcd 15168, ¶¶ 10, 12-13 (2000) (“*Western Wireless Declaratory Ruling*”) (finding that it would be unreasonable for a competitive carrier to compete with an incumbent local exchange carrier in a market that only the incumbent is receiving high cost support in); *TCG N.Y., Inc. v. City of White Plains*, 305 F.3d 67, 80 (2d Cir. 2002) (“§ 253 does not limit municipalities to charging fees that are “competitively neutral” to the extent permitted by state law; it forbids fees that are not competitively neutral, period, without regard to the municipality’s intent.”); *Pittencrieff Order* ¶ 32.

<sup>70</sup> *Western Wireless Declaratory Ruling* ¶ 13.

<sup>71</sup> *Id.*

<sup>72</sup> *City of White Plains*, 305 F.3d at 80.

providers pay fees based on telecommunications or video revenues.<sup>73</sup> Indeed, the ROW Agreement expressly recognizes that there are entirely different fee schemes at work in the City, providing that “[a]t any point in the future, should [Bluebird] enter into a franchise agreement with the City and/or be required to pay business license taxes based upon gross receipts, [Bluebird] shall be entitled to a credit for any amount paid as business license taxes or gross receipts taxes.”<sup>74</sup> However, when Bluebird approached the City about entering into an agreement using a fee regime comparable to that imposed on other providers, the City rejected Bluebird’s proposals. Moreover, even if these other regimes somehow coincidentally resulted in ROW fees of comparable magnitude, Columbia’s ROW fee structure would still be unlawfully discriminatory, as Bluebird is required to pay its fees upfront before any customer revenue is collected, while other providers pay incrementally following the collection of revenue from their customers.

The unequal treatment extends beyond the amount of the fees to the very process used to secure permits for building new facilities. Under the City’s Code, in order to have a permit granted, Bluebird must present the permit application to be read at at least two separate City Council meetings.<sup>75</sup> In practice, this has resulted in extensive delays, as a result of slow feedback by the City on Bluebird’s applications and procedural idiosyncrasies. For example, when Bluebird submits the permit application, it is reviewed by the Department of Public Works. Once approved as drafted, Bluebird must submit the formal permit request (*e.g.*, three signed

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<sup>73</sup> M. Morey Decl. ¶ 10.

<sup>74</sup> ROW Ordinance § 3.

<sup>75</sup> See Columbia, Mo., Code of Ordinances pt. 1, art. II, § 15(A) (Feb. 10, 2021), [https://library.municode.com/mo/columbia/codes/code\\_of\\_ordinances?nodeId=PTICH\\_ARTIIT\\_HCO\\_S15LEPR](https://library.municode.com/mo/columbia/codes/code_of_ordinances?nodeId=PTICH_ARTIIT_HCO_S15LEPR) (requiring that all ordinances be read three times at least two separate meetings).

copies of the application) to the City Council at least two Thursdays before the next scheduled council meeting (which will be on a Monday)—creating an initial delay of between 12 to 25 days. Therefore, based on the existing City schedule, if Bluebird submitted a permit on April 22 after final approval by Public Works, it would be eligible for first reading on May 17 and second reading on June 7. Then there is an inevitable signature delay before the approved permit is returned to Bluebird and it can begin operations.<sup>76</sup> Bluebird’s competitors do not have to run this gauntlet and can instead simply get a permit and file as-built maps after construction is complete.<sup>77</sup> Of course, if Bluebird must build 50-90 days into its service schedule for permit approval, it is at a significant competitive disadvantage to providers that do not have this same constraint. As the Second Circuit has recognized, “extensive delays” in granting approvals prohibit a provider “from providing service for the duration of the delays,” and where these delays are not faced by competitors, present “obstacles” to the ability of the provider “to compete [] on a fair basis.”<sup>78</sup>

Maintaining a fair and balanced regulatory environment for telecommunications providers has long been a requirement for any local regulatory regime to pass muster under Section 253(a) and *California Payphone*. The competitive neutrality aspect of the statute is particularly important in the current environment, as the technologies that enable connectivity

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<sup>76</sup> M. Morey Decl. ¶ 13.

<sup>77</sup> As noted above, the City has refused to provide Bluebird with copies of agreements with other providers, but Bluebird is not aware of any other providers having to secure approvals in a similar fashion, i.e., by ordinance adopted by the Council. *See, e.g.*, Ordinance No. 024278 (July 6, 2020), <https://gocolumbiamo.legistar.com/LegislationDetail.aspx?ID=4567590&GUID=143F2576-6C2B-4D11-A567-61D754169F74&Options=&Search=>. A search of Council actions reveals no similar permits issued for other providers.

<sup>78</sup> *City of White Plains*, 305 F.3d at 76-77.

are more advanced—and more important to everyday society—than ever before, but the Digital Divide remains stark throughout the nation. Columbia’s differing fee regimes pick winners and losers, entrenching certain providers while preventing others from entering the market, thereby preventing its citizens from enjoying the benefits of competitive services. Columbia’s ROW fee scheme is a paradigmatic example of a regulatory regime that materially inhibits the ability to compete in a fair and balanced legal and regulatory environment, and thus is preempted.

3. By Adopting a Fee Regime with No Connection to the City’s Costs, the City Has *Per Se* Violated Section 253(a).

Finally, the fee scheme constitutes an effective prohibition in violation of Section 253 not just because of the magnitude and uneven application of the fee, but because the fee has no relationship to Columbia’s costs to manage the ROW. In holding *City of Santa Fe*’s fee regime preempted in 2004, the Tenth Circuit drew a distinction between the unlawful fees at issue and cost-based exactions: “It is the substantial increase in costs imposed by the excess conduit requirements and the appraisal-based rent that in themselves renders those provisions prohibitive, not the additional cost-based application and registration fees.”<sup>79</sup> Other courts have gone further, holding that any fees unrelated to a carrier’s ROW usage constitute a material inhibition under Section 253(a).<sup>80</sup> While the First Circuit in *Municipality of Guayanilla* left open the question of whether fees “must be *limited* to cost recovery,” the Court “agree[d] with the district court’s reasoning that fees should be, at the very least, *related* to the actual use of rights of way and that

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<sup>79</sup> *City of Santa Fe*, 380 F.3d at 1271.

<sup>80</sup> See, e.g., *AT&T Commc’ns Sw. v. City of Dallas*, 8 F. Supp. 2d 582, 593 (N.D. Tex. 1998) (“[T]he City does not have the authority to impose fees on a telecommunications provider except as compensation for use of the City’s [ROW]. Dallas’s requirement that AT&T must pay four percent of the gross revenue from all of its activities in Dallas contradicts the requirements of the [Telecommunications Act].”); *XO Mo., Inc. v. City of Md. Heights*, 256 F. Supp. 2d 987, 994 (E.D. Mo. 2003) (“The Court adopts the reasoning supporting other courts’ decisions that revenue-based fees are impermissible under the [Telecommunications Act].”).

‘the costs [of maintaining those rights of way] are an essential part of the equation.’”<sup>81</sup> In other words, the case law supports the proposition that even if a locality were able to charge fees in excess of its costs under Section 253(a), those fees must have some *basis* in the locality’s costs to avoid causing a *per se* effective prohibition.

Columbia’s excessive ROW fee has no relationship to the City’s costs. The ROW Agreement itself makes this clear, as it includes numerous other requirements that collectively recover or require Bluebird to pay for all costs the City conceivably could incur in its management of the ROW. Section 4.2 of the Agreement states that the City’s costs for “permit related review and inspections” are covered by various building and construction fees that are separate and apart from the \$1.91 linear foot fee.<sup>82</sup> Section 4.5 requires Bluebird, at its own expense, to “protect any and all existing surface or underground structures, fixtures, drainage facilities, sewers, conduits or pipes belonging to the City or any utility previously located within the rights-of-way during construction or maintenance” of its system, and to “repair or restore[.]” any City- or third-party-owned “rights-of-way, streets, roads, surface or underground structures, fixtures, drainage facilities, sewers, utility line facilities, conduits or pipes disturbed or damaged by the Company’s work, either during initial construction or future maintenance replacement or relocation of the Company’s fiber optic lines or any conduit or system.”<sup>83</sup>

Various other provisions are intended to insulate Columbia from any other costs that may be imposed by Bluebird’s presence in the ROW, including Sections 6 (covering insurance requirements), 7.1 (requiring Bluebird to repair any City utilities damaged by Bluebird), 7.4

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<sup>81</sup> *Puerto Rico Tel. Co. v. Mun. of Guayanilla*, 450 F.3d at 22 (emphasis in original) (quoting *Puerto Rico Tel. Co. v. Mun. of Guayanilla*, 354 F. Supp. 2d 107, 114 (D.P.R. 2005)).

<sup>82</sup> ROW Agreement, § 4.2.

<sup>83</sup> *Id.* § 4.5.

(requiring that Bluebird bear the costs for repairing any of its own facilities damaged by Columbia’s utility work in the ROW), and 7.5 (indemnifying Columbia for various claims caused by Bluebird and its employees, agents or contractors). And finally, Section 5.7 expressly refers to the ROW fee as “annual rent,” leaving no doubt that the fee is intended to recover something entirely separate from the City’s costs.<sup>84</sup>

Putting aside that the ROW Agreement entitles the City to recover all its reasonable ROW management costs without resorting to a per linear foot ROW charge, the mere fact that a per foot fee may be proportional to the amount of infrastructure a carrier has deployed does not mean the fee is based on costs, or even that it is a good or appropriate proxy for costs. The deployment of underground fiber optic facilities of a specific footage requires laying conduit and running fiber optic cable through that conduit, a process which can be done all at once, or over the course of a series of construction projects. Thus, for a particular provider’s network, the total number of feet of the deployment will have little if any connection to the costs the city incurred in the course of network deployment. Similarly, numerous variables, including the congestion in the ROW and the presence of other utilities, are far more relevant to ROW maintenance costs than the sheer number of feet of deployment.

A per foot fee is particularly inappropriate where, as here, the municipality discriminatorily applies differing fee regimes and charges similarly situated providers through other mechanisms, such as gross revenue fees. Gross revenue fees suffer from the same legal deficiency as the linear foot fees at issue here, as revenue-based fees likewise have no basis in a city’s costs; they are not an acceptable substitute for recovering compensation for use of the right of way. However, the fact that both of these fee structures are unlawful does not cure the

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<sup>84</sup> *Id.* §§ 5.7, 6, 7.1, 7.4, 7.5.

competitive disparity created by using different fees for different carriers. Moreover, the fact that the City charges some providers based on their revenue simply underscores the fact that the City is not approaching ROW fees in a manner that reflects the City's costs.

Bluebird understands that cities need to recoup their costs associated with permitting, inspection, managing the ROW, and ensuring those ROW are appropriately available for all who use them. Bluebird pays various regulatory fees across the country that allow municipalities to do just that. But there is a line. In adopting Section 253 and saving from its preemptive scope only those fees that recover costs, Congress made its intent clear: cities cannot sacrifice the ability of their residents to obtain competitive communications services in the interest of a pure revenue grab. Thus, the Commission should find that the City's fees are preempted because they have no basis in the City's costs.

**B. The Fee Scheme Is Not Saved by Section 253(c) of the Act.**

The City cannot avail itself of the savings clause in Section 253(c) because its excessive ROW fee scheme is unrelated to maintaining the ROW and because it is neither competitively neutral nor nondiscriminatory. Section 253(c) of the Act provides:

Nothing in this section affects the authority of a State or local government to manage the public [ROW] or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for use of public [ROW] on a nondiscriminatory basis, if the compensation required is publicly disclosed by such government.<sup>85</sup>

In the *Sandwich Isles Order*, the Commission held that activities that constitute ROW management include “coordination of construction schedules, determination of insurance, bonding and indemnity requirements, establishment and enforcement of building codes, and

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<sup>85</sup> 47 U.S.C. § 253(c).



keeping track of various systems using the [ROW] to prevent interference between them.”<sup>86</sup>

Furthermore, federal courts have interpreted “fair and reasonable compensation” under Section 253(c) to mean that any such fees are intended to recoup state or local costs for maintaining ROW, preserving a structure within ROW, or processing an application, license, or permit.<sup>87</sup> Additionally, the Commission has interpreted “competitively neutral and nondiscriminatory” under Section 253(c) to mean that states and localities cannot charge fees on new entrants that they do not also charge on incumbents.<sup>88</sup> Likewise, federal courts have found that this phrase means that local governments cannot charge fees to some providers that they do not also charge to others.<sup>89</sup>

Columbia’s fee regime plainly does not fall under the safe harbor. *First*, Section 253(c) is not applicable because the City’s linear per foot fee does not constitute fair and reasonable compensation for ROW maintenance. As the Second Circuit has held, Section 253(c) “requires compensation to be reasonable essentially to prevent monopolistic pricing by towns. Without access to local government [ROW], provision of telecommunications service using land lines is

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<sup>86</sup> *Sandwich Isles Order* ¶¶ 22-23 (citing *Minnesota Order* ¶ 60, n.129).

<sup>87</sup> *See Mun. of Guayanilla*, 450 F.3d at 22 (“[F]ees should be, at the very least, related to the actual use of rights of way and that ‘the costs [of maintaining those rights of way] are an essential part of the equation.’”) (quoting *Puerto Rico Tel. Co. v. Mun. of Guayanilla*, 354 F. Supp. 2d 107, 114 (D.P.R. 2005)); *N.J. Payphone Ass’n, Inc. v. Town of W. N.Y.*, 130 F. Supp. 2d 631, 638 (D.N.J. 2003) (“[A] fee that does more than make a municipality whole is not compensatory in the literal sense, and risks becoming an economic barrier to entry.”); *City of Portland*, 969 F.3d at 1039 (“The statute requires that compensation be ‘fair and reasonable;’ this does not mean that state and local governments should be permitted to make a profit by charging fees above costs. . . . The FCC’s approach to fees is consistent with the language and intent of Section 253(c) and is reasonably explained.”).

<sup>88</sup> *TCI Cablevision of Oakland Cnty., Inc.*, Memorandum Opinion and Order, 12 FCC Rcd 21396, ¶ 108 (1997) (“*TCI Memorandum Opinion*”).

<sup>89</sup> *See City of White Plains*, 305 F.3d at 80 (“[A] municipality may not . . . impose a host of compensatory provisions on one service provider without placing any on another.”).

generally infeasible, creating the danger that local governments will exact artificially high rates.”<sup>90</sup> Furthermore, the First Circuit has held that cost evidence is required to determine whether licensing fees are indeed “fair and reasonable,” and the burdens on the municipality’s ROW should be considered.<sup>91</sup> Similarly, in *Town of West New York*, the District of New Jersey determined that the municipality’s competitive bidding requirement for the installation of payphones was preempted because “a highest bidder arrangement based on commissions generated by an exclusive franchise for all of the payphones in the Town has no logical link at all to costs.”<sup>92</sup>

Here, the \$1.91 linear foot fee is not connected to the costs incurred by Columbia for Bluebird’s use of the ROW. As set forth above, the ROW Agreement contains numerous other provisions covering the costs that the City incurs in the management of its ROW. Further, given the manner in which ROW infrastructure is deployed, the number of linear feet of a deployment is a poor proxy for the cost burden imposed on the City to manage the ROW—to the extent there is any relationship at all. Moreover, the City itself does not consider the fees compensatory of costs, instead viewing the fees as “rent” to be paid on top of other fees and financial burdens covering actual ROW costs.

*Second*, Section 253(c) cannot salvage the Cities’ excessive ROW fee scheme because that scheme is not competitively neutral and nondiscriminatory. The Commission has long held that when a municipal government opts to charge user licensing fees to manage its ROW, it

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<sup>90</sup> *Id.* at 79.

<sup>91</sup> *See Mun. of Guayanilla*, 450 F.3d at 22-23.

<sup>92</sup> *Town of W. N.Y.*, 130 F. Supp. 2d at 638. The Commission similarly has rejected the argument that compensation required in an exclusive ROW access agreement was “fair and reasonable,” on the grounds that “[t]he compensation appears to reflect the value of exclusivity inherent in the Agreement” as opposed to ROW access. *Minnesota Order* ¶ 47.

cannot charge higher fees for some ROW users compared to others.<sup>93</sup> Federal courts agree. In *City of White Plains*, for example, the Second Circuit preempted a municipality from charging one provider a host of compensatory fees for ROW use while not charging another provider at all “on a forward-looking basis.”<sup>94</sup>

The Cities’ disparate ROW fee regime is precisely the type of arrangement that the FCC and federal courts have disallowed. It cannot be administered in a manner that is competitively neutral because different providers are subject to different requirements, under fee schemes based on entirely different criteria (such as revenues versus number of linear feet of deployment), resulting in vastly different cost burdens. On its face, the City’s conduct falls outside the scope of Section 253(c) because it discriminates among similarly situated providers and is in no way competitively neutral.

Accordingly, the Commission should find that the Cities’ excessive ROW fee scheme violates Section 253(a), is not saved under Section 253(c), and is therefore preempted under Section 253(d).<sup>95</sup>

## **V. CONCLUSION**

In light of the foregoing, Bluebird respectfully asks the Commission to grant this petition for declaratory ruling and preempt Columbia’s annual ROW use fee scheme.

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<sup>93</sup> *TCI Memorandum Opinion* ¶ 108.

<sup>94</sup> *See City of White Plains*, 305 F.3d at 80.

<sup>95</sup> Although Section 253(b) provides a preemption safe harbor for “requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers,” this is unavailing as Bluebird is not a provider of universal services pursuant to its ROW agreements with the Cities. Furthermore, the excessive ROW fee arrangement foisted on Bluebird by the Cities is not “competitively neutral” for the reasons stated in this section.

Respectfully submitted,

**BLUEBIRD NETWORK**

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*LLC d/b/a Bluebird Network*

May 10, 2021

**CERTIFICATE OF SERVICE**

I, Joshua S. Turner, hereby certify that on this 10th day of May 2021, I caused copies of the foregoing “Petition for Declaratory Ruling” to be mailed via first-class postage prepaid mail to the following:

Hon. Brian Treece  
Mayor, City of Columbia  
701 E Broadway  
Columbia, Missouri, 65201

Ms. Nancy Thompson  
City Counselor, City of Columbia  
701 E Broadway  
Columbia, Missouri, 65201

/s/ Joshua S. Turner

## **LIST OF ATTACHMENTS**

1. Declaration of Michael C. Morey.
2. Columbia, Mo., Ordinance No. 023373 (Nov. 20, 2017) (Attachment 1).
3. Columbia, Mo., Ordinance No. 024518 (Jan. 19, 2021); Columbia, Mo., Ordinance No. 024633 (May 3, 2021) (Attachment 2).
4. Email from Joshua Turner, Counsel to Bluebird Network, to Nancy Thompson, City of Columbia (Apr. 8, 2021) (Attachment 3).
5. Letter from Sue Schaefer, Director, Business Development, Bluebird Network, to Hon. Mayor Brian Treece, City of Columbia (October 23, 2020) (Attachment 4).
6. Email from Steve Van Matre, Asst. City Counselor, City of Columbia, to Sue Schaefer, Director, Business Development, Bluebird Network LLC (Feb. 3, 2020) (Attachment 5).
7. Email from Steve Van Matre, Asst. City Counselor, City of Columbia, to Sue Schaefer, Director, Business Development, Bluebird Network LLC (Apr. 14, 2020) (Attachment 6).
8. Columbia, Mo., Ordinance No 024278 To Authorize Right of Use Permit, Fiber Optical Cable, between Bluebird Network LLC and the City of Columbia (July 6, 2020) (Attachment 7).
9. E-mail from Vineet Kapila, City of Columbia, Missouri, to James Shaw, Bluebird Network (May 3, 2021) (Attachment 8).

1. My name is Michael C. Morey. I am submitting this Declaration in support of Missouri Network Alliance, LLC d/b/a Bluebird Network's ("Bluebird") Petition for Preemption and Declaratory Ruling Pursuant to Section 253(d) of the Communications Act.
2. I am the President and Chief Executive Officer of Bluebird, a position I have held for approximately nine years. In my current capacity, I oversee all the operations of Bluebird, whose revenues and workforce have increased significantly since I assumed my current role in 2012.
3. I have nearly 40 years of experience in the telecommunications industry. Prior to joining Bluebird, I held a number of corporate leadership positions in the telecommunications industry, including Vice President of Wholesale at Appia Communications; President and Chief Executive Officer at Voxitas, a company I founded; Senior Vice President of Marketing and Sales at NuVox Communications; Regional Vice President of Electric Lightwave, Inc.; and National Sales Account Manager at AT&T. I earned my Bachelor of Science in Architecture from the University of Southern California

in 1980, and my Master of Business Administration in Finance & Management from the Marshall School of Business at the University of Southern California in 1982.

4. Bluebird, headquartered in Columbia, Missouri, is a provider of Internet access, fiber transport, tandem services, and data center services. The company's customer base includes wholesale and enterprise subscribers in several states across the Midwest, including Missouri. Bluebird owns and operates two data centers and a fiber network that spans 10,000 fiber-route miles, providing connectivity to over 74,000 on-net and near-net buildings.

5. Bluebird is currently in the process of deploying new fiber facilities to serve customers in several communities in Missouri, including Columbia, a city of approximately 121,000 people in central Missouri. Specifically, Bluebird is in the process of adding more than 60 route miles of fiber optic cable within Columbia as part of a larger Midwest expansion project that will provide access to over 500 additional wireless towers and reach across five states and 28 markets in support of 5G network deployments. The Columbia build is expected to be completed by year end 2022.

6. Prior to deploying fiber facilities in Columbia, and as required by Columbia's Municipal Code (as amended by the 2017 ordinance authorizing rights-of-way use through municipal agreements ("ROW Ordinance")), Bluebird has sought and obtained ROW use permits for the installation, operation, and maintenance of fiber optic cable within the City's rights-of-way ("ROW Permits"). Copies of the ROW Ordinance and examples of recent ROW Permits are attached as Attachments 1 and 2, respectively.

7. ROW user fees are assessed based on the physical footprint of the Bluebird network within the municipal ROW, on a per-linear-foot basis. Pursuant to provisions in each ROW Permit, Bluebird is required to pay Columbia an annual ROW user fee of \$1.91 per linear



foot. Under pressure from the City, Bluebird entered into a larger ROW Agreement in 2020 that included similar fee amounts. Consistent with this obligation, Bluebird paid the City a combined \$74,838 in ROW use fees stemming from 3 ROW Permits in 2020. As a result of its strategic buildout in the City over the next two years, Bluebird will be assessed fees of \$392,433 in 2021, and \$551,534 in 2022 from its collective permits. In Fiscal Year (FY) 2021, ROW user fees will account for almost a quarter of Bluebirds gross revenue in Columbia. By FY 2022, these fees are expected to account for almost a third.

8. Bluebird is obligated to pay this ROW user fee regardless of the number of customers served by its network or revenues generated. These fee regimes are particularly pernicious in rural areas, where customers are fewer and far between, and it takes substantially more infrastructure to reach them. Moreover, Bluebird incurs increased fee liability from the time Bluebird begins constructing its network, even before any additional customers can be served.

9. Although Bluebird has asked for copies of the agreements with other providers, the City has repeatedly refused to provide these agreements, making it impossible for Bluebird to know with certainty what the terms of these agreements might be.

10. Nevertheless, I understand that a number of Bluebird's competitors in Columbia are assessed fees based on either their telecommunications services revenues, number of pole attachments, or on video revenue gross receipts. Gross revenue fees are assessed only once services have been successfully installed and invoiced to customers. In 2021, a provider paying a 5 percent gross revenue fee would pay the City \$81,480 for the use of the municipal ROW based on Bluebird's revenue numbers, and would pay \$88,155 in 2022. That means that Bluebird will be assessed a fee almost five times greater than it would if it were paying 5 percent

of gross revenue for use of the ROW in 2021, and more than six times greater by 2022.

11. This inequality in ROW fee assessment methodologies has resulted in a competitive imbalance between broadband providers in the city of Columbia, which is only exacerbated by Bluebird's commitment to extend its network and serve more customers within the City. The farther the Bluebird network reaches the greater the disparity in fee obligations between Bluebird and any competitors that are being assessed gross revenue fees.

12. The unequal treatment extends beyond the amount of the fees levied solely against Bluebird, to the very processes used to secure permits for building new facilities. To construct, operate, and maintain its fiber network, Bluebird is required to obtain ROW Permits for each stage of its network deployment. In order to have a ROW Permit granted, Bluebird must present the permit application to be read at at least two separate City Council meetings. In practice, this process has resulted in extensive delays to Bluebird's deployment efforts as a result of slow feedback from the City on Bluebird's applications and procedural idiosyncrasies.

13. For example, when Bluebird submits a permit application, it is reviewed by the Department of Public Works. Once approved as drafted, Bluebird must submit the formal permit request (e.g., three signed copies of the application) to the City Council at least two Thursdays before the next scheduled council meeting (which will be on a Monday)—creating an initial delay of between 12 to 25 days. Therefore, based on the existing City schedule, if Bluebird submitted a permit on April 22 after final approval by Public Works, it would be eligible for first reading on May 17 and second reading on June 7. Then there is an inevitable signature delay before the approved permit is returned to Bluebird and it can begin operations.

14. It is my understanding that Bluebird's competitors do not have to run this gauntlet and can instead simply get a permit and file as-built maps after construction is complete. Since

Bluebird must build 50-90 days into its service schedule for permit approval (after the Department of Public Works has approved the initial application for submission), it is at a significant competitive disadvantage to providers that do not have this same constraint.

15. In anticipation of its network expansion in Columbia, and the corresponding increase in ROW fees and procedural burdens it would incur as a result, Bluebird attempted to negotiate a more equitable arrangement with the City in 2019. Bluebird proposed that the City assess ROW fees based either on a gross receipts methodology or a per linear foot methodology subject to a reasonable cap. A copy of Bluebird's alternative fee proposal is provided as Attachment 4.

16. In February 2020, the City notified Bluebird that it was not interested in negotiating a more flexible arrangement. Two months later, the City ended all discussions of alternative fee arrangements by advising that its legal department concluded that Bluebird was required to pay a per linear foot fee. A copy of correspondence with the City is provided as Attachments 5 and 6.

17. To prevent further delay to its network deployment schedule, Bluebird entered into a ROW use agreement with the City in July 2020, which included the same per linear foot fee provision that had been included in all prior ROW Permits ("ROW Agreement"). A copy of the ROW Agreement is attached as Attachment 7.

18. Despite the entering into this ROW Agreement, Bluebird has continued its outreach to the City in an attempt to negotiate a more equitable ROW access arrangement. The City has responded only to request that Bluebird provide information about ROW user fees in other Missouri cities. Bluebird, through counsel, provided the City Council examples from (1) Joplin, Missouri which charges a per linear foot ROW fee capped at \$96,000 per year, (2)

Cameron, Missouri which charges a per linear foot ROW fee capped at \$48,000, and (3) Jefferson City, Maryville, Springfield, and St. Joseph, Missouri which charge no ROW use fees at all. Email from Bluebird Counsel to Nancy Thompson, City Council attached as Attachment 3.

19. To my knowledge, Bluebird is the only telecommunications provider in the City paying linear foot ROW fees for use of the municipal ROW.

20. Excessive ROW fees not only negatively impact the deployment of fiber and growth of Bluebird's customer base in Columbia, they also reduce Bluebird's telecommunications service offerings and service expansion across Missouri by rendering further buildout plans financially unrealistic.

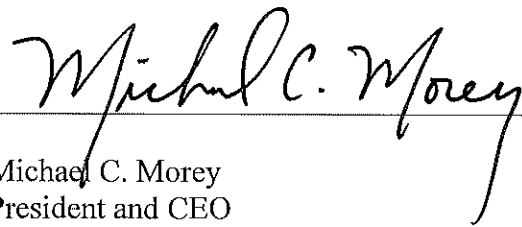
21. Many of Bluebird's customer agreements in Columbia do not permit Bluebird to pass through these types of ROW fees. This means that Bluebird is obligated to pay annual ROW fees out of its own pocket, which may materially inhibit broadband deployment in Columbia over the long term.

22. Alternatively, Bluebird could seek to recover Columbia's outsized ROW fee from its customers in surrounding communities outside Columbia. However, providers often price services or facilities at the regional or even national level, meaning that a city like Columbia, which exacts a disproportionately large fee, has the economic effect of forcing providers to pay those fees using general revenue—including revenue derived from other jurisdictions. This is not only prohibitory for the provider, it is fundamentally unfair to the other communities in which the provider operates, because it in essence requires surrounding jurisdictions to subsidize the fees charged by Columbia.

23. If other jurisdictions in the State were to embrace the approach to ROW fees espoused by Columbia, Bluebird would be unable to compete in those areas as well. Bluebird could not reasonably expect to recover excessive ROW fees from its existing customers, nor is it reasonable to think that any new customer would be willing to buy services from Bluebird at a price that would have to reflect the cost of these excessive ROW fees.

I, Michael C. Morey, hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Respectfully submitted,

By: 

Michael C. Morey  
President and CEO  
Bluebird Network  
2005 W. Broadway Bldg. A  
Columbia, MO 65203

May 10, 2021

# **ATTACHMENT 1**

Introduced by Treece

First Reading 07/17/17

Second Reading 08/07/17

Third Reading 10/16/17

Fourth Reading 11/20/17

Ordinance No. 023373

Council Bill No. B 214-17 A

## **AN ORDINANCE**

amending Chapter 24 of the City Code to add a new Article X pertaining to public utility rights-of-way management; and fixing the time when this ordinance shall become effective.

WHEREAS, the City Council of the City of Columbia, Missouri is authorized under its Charter to regulate public rights-of-way and other aspects of development that may affect the public health, safety or welfare, and is additionally authorized under state law to control such matters to protect the public.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. A new Article X of Chapter 24 of the Code of Ordinances of the City of Columbia, Missouri, is hereby enacted as follows:

### **ARTICLE X. PUBLIC UTILITY RIGHTS-OF-WAY USERS**

Sec. 24-166. Policy and definitions.

(a) It shall be the policy of the city to authorize use of the rights-of-way by public utility rights-of-way users in a manner that minimizes interference to the public use and minimizes the burden on the rights-of-way physically and aesthetically to the fullest extent permitted by law. Any use of the rights-of-way by any person shall be subject to the terms and conditions hereof, in addition to all applicable federal, state or local requirements, and nothing herein shall be enforced or interpreted to contravene any superseding law, including but not limited to RSMo. § 67.1830, et seq., to the extent applicable to any given circumstance.

The right granted to a public utility rights-of-way user to use the rights-of-way is limited to the use authorized in accordance with this article. These rights shall grant non-exclusive use only to that right-of-way user, except where otherwise provided herein or when expressly authorized by the city.

(b) The following definitions shall apply to this section, except that where the definitions set forth in RSMo. § 67.1830, as may be amended, are required by law to apply to specific uses of the rights-of-way, such definitions shall apply to such circumstances.



*City* means the City of Columbia, Missouri, a municipal corporation and any duly authorized representative.

*Director* means the director of public works of the City of Columbia, Missouri, or the director's authorized representative, who shall be the primary city official responsible for administration of this article. The director may delegate any or all of the duties hereunder.

*Excavation* means any act by which earth, asphalt, concrete, sand, gravel, rock or any other material in or on the ground is cut into, dug, uncovered, removed, or otherwise displaced, by means of any tools, equipment or explosives, except that the following shall not be deemed excavation:

- (a) Any de minimis displacement or movement of ground caused by pedestrian or vehicular traffic;
- (b) The replacement of utility poles and related equipment at the existing general location that does not involve either a street or sidewalk cut; or
- (c) Any other activity which does not disturb or displace surface conditions of the earth, asphalt, concrete, sand, gravel, rock or any other material in or on the ground.

*Excavation permit* means the authorization required to make excavations for the construction, installation, repair or maintenance of any type of facility within the rights-of-way.

*Facilities maintenance* means construction, alteration, maintenance, installation, storage, or location of facilities installed below, on or aboveground in the public rights-of-way, other than excavation, that also:

- 1. Causes or threatens to cause any obstruction or interference to any vehicular or pedestrian traffic or traffic lane in the rights-of-way. It shall exclude any minor obstruction or interference due to minimal operations that are less than two (2) hours in duration and during which the ROW User utilizes safety precautions required by the Manual on Uniform Traffic Control Devices (MUTCD);  
  
Involves temporary or permanent storage of materials or equipment on rights-of-way;
- 3. Causes or reasonably may cause damage or alteration to any public improvement or vegetation within the rights-of-way; or
- 4. Involves removal, replacement or alteration to any safety feature or requirement within the rights-of-way, including but not limited to removal of

manhole covers, altering lighting, traffic signage or signals, placement or removal of traffic barricades, etc.

5. Facilities Maintenance shall not include routine or other maintenance on poles, boxes, or other facilities that does not result in or qualify under one or more of the conditions described in subparagraphs 1. through 5. herein.

*Facilities maintenance permit* means the authorization required to perform facilities maintenance within the rights-of-way other than excavations.

*Facility* means all or any lines, pipes, wires, cables, conduit facilities, poles, towers, vaults, pedestals, boxes, or other equipment owned or controlled by an entity other than the city.

*PSC* means the Missouri Public Service Commission.

*Pavement* means the improved surface of the public way with concrete, asphalt, aggregate or other treated materials.

*Person* means an individual, person or body natural or corporate.

*Public easement* means any easement for utilities, access, or other use dedicated to the city or in the name of the city irrespective of whether the easement is held in trust by the city for private and public users, and regardless of whether private utilities or others in addition to or other than the city are actually using the easements.

*Public improvement* means any public project undertaken by the city for the public good.

*Public utility* means every cable television or video service provider, every pipeline corporation, gas corporation, electrical corporation, rural electric cooperative, telecommunications company, water corporation, heating or refrigerating corporation or sewer corporation under the jurisdiction of the public service commission; every cooperatively owned or operated utility pursuant to Chapter 394, RSMo.; every street light maintenance district; every privately owned utility; and every other entity, regardless of its form of organization or governance, whether for profit or not, which in providing a public utility type of service for members of the general public, utilizes pipes, cables, conduits, wires, optical cables, or other means of transmission, collection or exchange of communications, information, substances, data, or electronic or electrical current or impulses, in the collection, exchange or dissemination of its product or services through the public rights-of-way.

*Restoration* means returning the right-of-way surface to its original condition, or better.

*Reseller service provider* means a person providing service within the city that does not have its own facilities in the rights-of-way, but instead uses the rights-of-way by interconnecting with or using the network elements of another right-of-way user utilizing the rights-of-way, and/or by leasing excess capacity from a right-of-way user.

*Rights-of-way* or *ROW* means the area on, below or above a public roadway, highway, street or alleyway in which the city has an ownership interest, and including such adjacent areas of such public ways within such ownership interest as made available by the city for rights-of-way use herein, but not including:

1. Easements obtained by utilities or private easements in platted subdivisions or tracts;  
  
Railroad rights-of-way and ground utilized or acquired for railroad facilities; or
3. Valves, meters, hydrants, poles, pipes, cables, conduits, wires, optical cables, or other means of transmission, collection or exchange of communications, information, substances, data, or electronic or electrical current or impulses utilized by a utility owned or operated by a governmental entity pursuant to Chapter 91, RSMo., or pursuant to a charter form of government.

*ROW authorization* or *authorization* means an authorization to use the rights-of-way granted to a right-of-way user by the city as provided in subsection (a)(1)-(4) of section 24-167 of this article.

*Rights-of-way user* or *ROW-user* means a public utility owning, controlling, maintaining, constructing, or installing facilities in the public rights-of-way of the city, unless otherwise expressly exempted by law. The term also shall not include the city; provided that the city shall nevertheless comply with all such requirements applicable to ROW-users to the extent such compliance is otherwise required by applicable state or federal law.

*ROW work permit* or *permit* means either an excavation permit, or a facilities maintenance permit, or both and shall constitute a “right-of-way permit.”

*Service* means that function provided to property adjoining the public rights-of-way from a service provider.

*Standard specifications* means the *City of Columbia Street, Storm Sewer, and Sanitary Specifications and Standards*, as may be amended, or other successor documents, on file with the director of public works.

Sec. 24-167. Authorization to use rights-of-way required.

(a) Authorization required. Except when otherwise authorized by applicable law, no ROW-user may construct, maintain, own, control or use facilities in the rights-of-way

without authorization of the city as provided herein, and the director shall not issue a ROW work permit to any ROW-user that has not obtained such authorization from the city. Authorization to use the rights-of-way shall be approved on a non-discriminatory basis, provided that the applicant is in compliance with all applicable requirements. Such authorization shall be deemed to incorporate the terms of this article and other applicable laws of the city, except as may be expressly stated in such authorization. Reseller service providers shall not be required to obtain a franchise or agreement, but shall be required to register with the city on forms provided by the city prior to providing service. Authorization for use of the right-of-way by a ROW-user may be provided by the city by the following means:

- (1) Franchise. A franchise shall be required from the city in conformance with all applicable franchise procedures for any ROW-user seeking to use the rights-of-way for purposes of providing or distribution of electricity, gas, water, steam, lighting or sewer public utility service in the city, except where otherwise provided by law. Such franchise may be granted only after satisfaction of all applicable procedural or substantive requirements established by city code or other law.
  - (2) ROW agreement. A ROW agreement, including but not limited to territorial agreements, authorizing general use of all right-of-way within the city shall be required for all ROW-users not set forth in subsection (1), irrespective of any state licensing, franchise or certificate that may also be held by the ROW-user, except as otherwise required herein or by law. Such agreements shall conform to all applicable law, but shall not be subject to procedures applicable to franchises and the city may, if appropriate, approve form agreements that may be executed by the director after approval by the city council.
  - (3) Registration. Any ROW-user expressly exempt by law from being required to execute a franchise or ROW agreement shall register with the city on forms provided by the city, which shall require the ROW-user to specifically identify the law under which the ROW-user claims such exemption. Registrations under this article shall be valid for no more than five (5) years.
  - (4) Use permit. Use permits or use agreements authorizing use of specific portions of the public rights-of-way that were executed prior to enactment of this article may constitute authorization under this section, but such authorization shall be limited to the specific portion of rights-of-way set forth in the permit or agreement.
- (b) Nonexclusive use of right-of-way. The authorization granted by the city under this article shall be for nonexclusive use of the rights-of-way. The city specifically reserves the right to grant, at any time, such additional authorizations or other rights to use the rights-of-way for any purpose and to any other person, including itself, as it deems appropriate, subject to all applicable law. The granting of an authorization to use the rights-

of-way shall not be deemed to create any property interest of any kind in favor of the ROW-user. Any use of the rights-of-way by a ROW-user shall be deemed subordinate to the primary public use by the city.

(c) Lease required for public lands. Unless otherwise provided, use or installation of any facilities in, on or over public lands of the city not constituting rights-of-way shall be permitted only if a lease agreement or other separate written approval has been negotiated and approved by the city with such reasonable terms and conditions as the city may require.

(d) Transferability. Except as provided in this article or as otherwise required by law, no authorization or ROW work permit may be transferred without the written application to and consent of the city based on the requirements and policies of this article and only after satisfaction of all applicable procedural or substantive requirements established by charter or other law. The city shall not unreasonably withhold its consent to transfer as provided herein, but any costs incurred shall be paid by the applicant.

(e) Application for authorization required.

(1) Application. An application for an authorization shall be presented to the director in writing on such forms provided by the city and shall include all such information as is required by this section. The ROW-user shall be responsible for accurately maintaining the information in the application during the term of any authorization and shall be responsible for all costs incurred by the city due to the failure to provide or maintain as accurate any application information required herein.

(2) Application fee. An application fee for such authorization shall be submitted to the city in the amount of five hundred dollars (\$500.00), or as otherwise established by the director, to recover any actual costs anticipated and incurred by the city in reviewing, documenting, or negotiating such agreement or franchise, including reasonable legal fees and costs to review compliance of the applicant and any initial proposed facilities and uses, provided that no costs, if any, shall be included if such inclusion is prohibited by law as to that applicant. If the actual costs are thereafter determined to be less than the application fee, such amount shall be returned to the applicant after written request therefrom; if the actual costs reasonably exceed the application fee, applicant shall, after written notice from the city, pay such additional amount prior to issuance by the city of any final approval. Nothing herein shall be construed to prohibit the city from also charging reasonable compensation for use of the public rights-of-way where such a fee is not contrary to applicable law.

- a. Approval of franchise or ROW agreement. After submission by the ROW-user of a duly executed and completed application and application fee, and executed franchise or ROW agreement as may be provided by the director, or as modified by the director in review of the specific circumstances of the application, all in conformity with the requirements of this article and all applicable law, the director shall submit such franchise or agreement to the city council for approval. Upon determining compliance with this article, the city council shall authorize execution of the franchise or agreement (or a modified agreement otherwise acceptable to the city consistent with the purposes of this article), and such executed franchise or agreement shall constitute consent to use the public rights-of-way; provided that nothing herein shall preclude the rejection or modification of any executed franchise or agreement submitted to the city to the extent such applicable law does not prohibit such rejection or modification, including where necessary to reasonably and in a uniform or nondiscriminatory manner reflect the distinct engineering, construction, operation, maintenance, public works or safety requirements applicable to the applicant.
- b. Approval of registration application. After submission by the ROW-user of a duly executed and completed registration application form and application fee, the director shall review the registration application form for eligibility and completeness. If the registration application form is complete and the ROW-user is eligible to utilize a registration under this section, the director shall approve such registration.

(f) No cause of action. A ROW-user shall have no damages remedy or monetary recourse whatsoever against the city for any loss, cost, expense, or damage arising from any of the provisions or requirements of any authorization, or from the use of the rights-of-way. Nothing herein shall preclude injunctive or declaratory judgment relief where such relief is otherwise entitled under law and the requirements therefor are otherwise satisfied; provided, however, that the validity of an executed franchise or agreement shall not be subject to challenge.

#### Sec. 24-168. Right-of-way work permits.

(a) Excavation permit. No person shall make an excavation within the rights-of-way without first obtaining an excavation permit from the director. All excavation permits shall expire after thirty (30) days from the date of issuance, unless otherwise specified in the permit.

(b) Facilities maintenance permit; bulk or individual permits. No person shall perform facilities maintenance within the rights-of-way without first obtaining a facilities maintenance permit from the director, except where such facilities maintenance is expressly authorized by an existing valid excavation permit for the applicable maintenance location. In addition to the conditions set forth in section 24-169 of this article, conditions of a facilities maintenance permit shall be as established in the permit and shall include requirements of notice to the city whenever traffic lanes are to be obstructed, manhole covers or safety barriers removed or altered, temporary or other barricades installed, and other events set forth in the permit. All facilities maintenance permits shall expire after thirty (30) days from the date of issuance, unless otherwise specified in the permit.

- (1) Bulk facilities maintenance permits. The director may issue bulk facilities maintenance permits covering multiple projects, types of actions or locations during a period of up to one (1) year that may be thereafter performed during that permit year. Where a bulk permit is proposed, the applicant shall provide sufficient information regarding the types of actions and locations to be approved so as to allow the director to condition and ensure compliance with safety and other regulations herein. When circumstances require, a bulk facilities maintenance permit may be issued by the director for a generally defined area or neighborhood.
- (2) Work under bulk facilities maintenance permit. Prior to beginning any work under a bulk facilities maintenance permit, a ROW-user shall provide seventy-two (72) hour's notice to the director of such work, providing the location of the work, anticipated time and duration of the work, and a description of any traffic and pedestrian safety plans applicable to such work. When advance notice is not practicable under the circumstances, the ROW User may notify the director of such work within 48 hours after commencement of the work.

(c) Emergencies. In case of emergency requiring immediate attention to remedy defects, and in order to prevent loss or damage to persons or property, it shall be sufficient that the person making such excavation or performing such facilities maintenance obtain the necessary permit as soon as possible and may proceed without a permit when such permit cannot be obtained before starting such excavation or facilities maintenance. Notice to the city of the emergency shall be provided at the earliest possible time and a permit shall be obtained as soon as reasonably possible, or as otherwise directed by the city.

(d) Application for ROW work permit. Applications for ROW work permits shall be submitted to the director of public works on forms provided by the city for review for compliance with the provisions of this chapter and all other applicable ordinances, codes, rules, and regulations and such application shall include all such plans and drawings necessary to complete such review. Applications for ROW work permits shall be processed within thirty-one (31) days of submission of a completed application, including

all necessary plans and drawings required by the director, unless such time is extended with written consent of the applicant.

(e) Applicable regulations. All ROW-users and persons obtaining an excavation permit or facilities maintenance permit shall be subject to the “permit conditions” in section 24-169 herein and all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the city in the reasonable exercise of its police power and are subject to all applicable laws, order, rules and regulations adopted by governmental entities now or hereafter having jurisdiction. In addition, the ROW-users shall be subject to all technical specifications, design criteria, policies, resolutions and ordinances now or hereafter adopted or promulgated by the city in the reasonable exercise of its police power relating to permits and fees, sidewalk and pavement cuts, utility location, construction coordination, surface restoration, and other requirements on the use of the rights-of-way. All persons obtaining a ROW work permit under this article shall provide the director certificates of insurance showing proof of liability coverage for personal injury and property damage, as required herein.

(f) Stop work orders. Any ROW-user found to be working without a permit, failing to provide for required safety and traffic control measures, or otherwise violating any requirements herein, may be directed to stop work until the necessary ROW work permit is obtained, the appropriate measures are implemented, or violations are discontinued or remedied in accordance with this article. Any person who shall continue to work within the rights-of-way after issuance of a stop work order shall be guilty of an offense subject to the penalties set forth in section 1-8 of this code.

#### Sec. 24-169. Permit conditions.

The following conditions shall apply to all ROW work permits issued under this article, unless specifically stated otherwise in the permit, and all work in the rights-of-way by an ROW-user.

- (1) City specifications; applicable codes. All restoration of city ROW caused by excavations and facilities maintenance shall comply with the city standard specifications as may be amended from time to time by the authority of the director establishing such specifications and procedures consistent with the requirements and purposes of this chapter. A ROW-user shall perform all excavations or facilities maintenance in full compliance with all applicable engineering codes adopted or approved by the city and in accordance with applicable statutes of the State of Missouri, and the rules and regulations of the PSC and any other local, state or federal agency having jurisdiction over the parties. A ROW-user shall be responsible for all excavations or facilities maintenance done in the rights-of-way, regardless of by whom the excavation or facilities maintenance is performed.
- (2) Permit-specific conditions. Each ROW work permit shall be deemed to incorporate the provisions of this article as permit conditions. The director



may also impose additional reasonable conditions upon the issuance of a ROW work permit and the performance of the ROW-user in order to protect the public health, safety and welfare, to ensure the structural integrity of the rights-of-way, to protect the property and safety of other users of the rights-of-way, and to minimize the disruption and inconvenience to the traveling public. Such reasonable conditions may include, but are not limited to:

- a. The amount of excavation or facilities maintenance which may occur at one time and the amount of rights-of-way which may be obstructed during construction;
  - b. The number or size of conduits or other facilities that may be installed by each ROW-user based on the reasonable needs to ensure that no one ROW-user may unreasonably consume a disproportionate amount of the available rights-of-way to deter competition or deprive the public or others of the reasonable use of the rights-of-way;
  - c. Posting of an additional or larger performance and maintenance bond for additional facilities, except as otherwise provided in section 24-174 hereof, when the established amount is reasonably determined to be insufficient;
  - d. The design, location, and nature of all facilities based on nondiscriminatory basis in ensuring the safe, efficient and appropriate use of the ROW consistent with this article and applicable law;
  - e. Reasonable conditions to effectively manage erosion and sediment control; and
  - f. Other reasonable conditions regarding the timing, safety precautions, or specific implementation of the specific work proposed.
- (3) Responsible for costs. A ROW-user shall be responsible for all reasonable costs borne by the city that are directly associated with a ROW-user's ROW work permit or use of the rights-of-way thereunder.
- (4) Stop work orders. Except in cases of an emergency or with approval of the director, no excavation or facilities maintenance may be done in violation of a stop work order issued by the director if, in the director's determination, conditions are unreasonable for such excavation or facilities maintenance based on standard engineering and construction practices.
- (5) No Interference with right-of-way uses. A ROW-user shall not disrupt rights-of-way such that the natural free and clear passage of water through the gutters or other waterways is interfered with. No person may park private vehicles within or next to the facilities maintenance or excavation area,

except for such areas which may be designated and marked as safe areas for vehicle parking in accordance with an approved traffic control plan.

- (6) Responsible for subcontractors. If excavation or facilities maintenance is being done for the ROW-user by another person, a subcontractor or otherwise, the ROW-user shall be responsible for ensuring that the excavation or facilities maintenance performed by said person is consistent with ROW-user's permit and applicable law and ROW-user shall be responsible for promptly correcting acts or omissions by said person.
- (7) Minimum impact required; no interference. The ROW-user shall, in the performance of any excavation or facilities maintenance required for the installation, repair, maintenance, relocation and/or removal of any of its facilities, limit all excavations or facilities maintenance to that necessary for efficient operation and so as not to interfere with other users of the rights-of-way.
- (8) Open excavations; street-plate bridging. The ROW-user shall not permit an excavation to remain open or facilities maintenance actions to continue in the rights-of-way longer than is necessary to complete the repair or installation or action, and in no event may an excavation or facilities maintenance remain open or continue beyond the expiration of the ROW work permit or any approved extension. Any excavation left open overnight on any thoroughfare or collector type street shall be securely covered. Unless otherwise approved by the director in writing, all excavations shall be filled in or covered at the end of each working day. The ROW-user assumes the sole responsibility for maintaining proper barricades, plates, safety fencing and/or lights as required from the time of opening of the excavation until the excavation is surfaced and opened for travel. Street plate bridging (SPB) to cover open excavations shall be authorized subject to requirements contained in the standard specifications.
- (9) Barricades and safety devices. All excavations and facilities maintenance shall be barricaded in such a manner as to protect both pedestrians and vehicular traffic. Such excavations, facilities maintenance and barricades shall be lighted at night with danger signals in such a manner that all traffic may be warned of the existence and location of such excavations, facilities maintenance and barricades. All traffic control devices shall be in compliance with the current version of the *Standard Specifications and the Manual of Traffic Control Devices* (MUTCD), unless otherwise agreed to by the city. All surplus excavation materials, tools or supplies at the site of the excavation or facilities maintenance shall be barricaded and lighted at night in the manner described in this section. No open excavation may be left in the pavement area without placing street plates over the opening.

- (10) Traffic control. Whenever there is an excavation or facilities maintenance by the ROW-user, the ROW-user shall be responsible for providing adequate traffic control to the surrounding area as determined by the director. In the event the excavation or facilities maintenance is not completed in a reasonable period of time, the ROW-user may be liable for actual damages to the city for delay caused by the ROW-user pursuant to this article.
- (11) Hours of activity. Non-emergency excavations or facilities maintenance on arterial and collector streets may not be performed during the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m., in order to minimize disruption of traffic flow. The ROW-user shall perform non-emergency excavations or facilities maintenance on the rights-of-way at such times that will allow the least interference with the normal flow of traffic and the peace and quiet of the neighborhood, and work shall be limited to the hours of 7:00 a.m. to 7:00 p.m. on Mondays through Fridays and 9:00 a.m. to 5:00 p.m. on Saturdays; no such work shall performed on Sundays unless approved by the director.
- (12) Location of facilities; undergrounding.
  - a. All underground mains and service lines with ancillary appurtenances thereto shall, wherever available, be placed in utility easements adjacent to the rights-of-way. If a utility easement or space within a utility easement is not available, whenever practicable, underground mains and service lines with ancillary appurtenances thereto shall be placed between the curb or pavement edge and sidewalk line in the section of the street known as the parkway. Where the pavement and sidewalk occupy the entire street, the underground utilities shall be located under the sidewalk, unless otherwise directed by the city.
  - b. Except as provided herein, all facilities constructed after the date of this article shall be placed underground. Facilities may be located aboveground if approved by the director for good cause or as may otherwise be specifically authorized in a franchise or ROW agreement consistent with law. Aboveground facilities may be installed if approved by the director where alternative underground facilities are not technically or economically feasible, or where the imposition of such additional costs of undergrounding on the ROW-user are precluded by applicable law.
- (13) Notice of completion. The ROW-user shall notify the office of the director upon completion of the excavation or facilities maintenance authorized by the permit.
- (14) Guarantee of work. Every ROW-user to whom an excavation permit has been granted shall guarantee for a period of two (2) years the restoration of the rights-of-way in the area where such ROW-user conducted an excavation

and performed the restoration. Such ROW-user shall guarantee and pay for the restoration of the rights-of-way against sagging, buckling, deterioration, and other premature failures of the restoration.

- (15) Tree trimming. A ROW-user shall neither remove, cut, nor damage any trees, or their roots, in and along the rights-of-way of the city except as authorized by the city pursuant to an approved tree trimming plan authorized by an excavation or facilities maintenance permit or otherwise authorized under section 537.340 of the revised statutes of Missouri. The type and extent of trimming and pruning shall be in accordance with the requirements of the city as provided in article II of this chapter.
- (16) Inspection of permits. Permits issued shall be available by the ROW-user at all times at the indicated work site and shall be available for inspection by the director, other city employees and the public.

Sec. 24-170. Inspection and acceptance of excavations.

(a) When an excavation has been made within the limits of any street, alley or sidewalk and after the same has been properly backfilled, the ROW-user making the excavation shall notify the director that the same is ready for final repair. The director, or the director's duly authorized agent, shall immediately inspect the same, and if it is found that such excavation has been properly backfilled, the permit holder shall complete the restoration of the surface of such street, alley or sidewalk, all in accordance with the city's standard specifications for street restoration. The judgment of the director, or the director's authorized agent, as to when an excavation has been properly backfilled to permit final repair shall be conclusive.

(b) After inspection and acceptance of excavation by the director, the permit holder shall be responsible for restoration of the excavation pursuant to the standard specifications, to be completed prior to expiration of the permit.

(c) If the excavation or other facilities maintenance is not properly completed and restored by the expiration of the permit, the city may, in addition to all other remedies, perform the restoration and completion and obtain reimbursement for such costs from the permit holder or surety, provided that if the city provides an invoice to the permit holder for such restoration, such invoice shall be paid in not more than thirty (30) days of such invoice.

Sec. 24-171. Permit denial.

The director may deny an application for a permit if:

- (1) The ROW-user, or any persons acting on the behalf of the ROW-user, fails to provide all the necessary information requested by the city for managing the public rights-of-way.

- (2) The ROW-user, or any persons acting on the behalf of the ROW-user, including contractors or subcontractors, has a history of non-compliance or permitting non-compliance within the city. For purposes of this section, “history of noncompliance or permitting noncompliance within the city” shall include where the ROW-user, or any persons acting on the behalf of the ROW-user, including contractors or subcontractors, has failed to return the public rights-of-way to its previous condition under a previous permit.
- (3) The city has provided the ROW-user with a reasonable, competitively neutral, and nondiscriminatory justification for requiring an alternative method for performing the excavation or facilities maintenance identified in the permit application or a reasonable alternative route that will not result in additional installation expense of more than ten percent (10%) to the ROW-user or a declination of service quality.
- (4) The city determines that the denial is necessary to protect the public health and safety, provided that the authority of the city does not extend to those items under the jurisdiction of the PSC, such denial shall not interfere with a ROW-user’s right of eminent domain of private property, and such denials shall only be imposed on a competitively neutral and nondiscriminatory basis. In determining whether denial of a permit application is necessary to protect the public health and safety, the director may consider one or more of the following factors:
  - a. The extent to which the rights-of-way space where the permit is sought is available, including the consideration of competing demands for the particular space in the rights-of-way, or other general conditions of the rights-of-way.
  - b. The applicability of any ordinance, code provision, or other regulations that affect the location of facilities in the rights-of-way.
  - c. The degree and nature of disruption to surrounding communities and businesses that will result from the use of that part of the rights-of-way, including whether the issuance of a permit for the particular dates and/or times requested would cause a conflict or interfere with an exhibition, celebration, festival, or any other event.
- (5) The area is environmentally sensitive as defined by state statute or federal law or is a historic district designated by city ordinance.
- (6) The failure to comply with applicable city ordinances or any other violation, unsafe conditions, or damage or threatened harm to the rights-of-way or public, except where such circumstance would otherwise not constitute a lawful basis for revocation of a Permit.

(a) Permit fee. Every applicant for a ROW work permit shall pay a fee to the city for such permit in accordance with the fee schedule listed in Chapter 24 of the City Code and on file with the director to reimburse the city for its actual costs incurred and anticipated from the permit, inspections and applicant's use of the rights-of-way, and including the city's rights-of-way management costs and as may otherwise be permitted by law.

(b) Supplemental review deposit. Where the ROW work permit application requires investigation, inspection, studies, review or other costs in excess of the permit fee to be incurred by the city to reasonably determine, enforce or condition compliance with the applicable requirements, the director may require, subject to other applicable requirements, that an estimated payment for such additional costs be submitted before the application is deemed complete. Any portion of such additional deposit above actual costs incurred by the city therein shall be returned to the applicant upon completion of the application and project upon written request of the applicant.

#### Sec. 24-173. Map and location.

Where an application is made for a permit by a ROW-user to install, move, or repair its facilities, the applicant shall submit a map or plat of where the excavation or facilities maintenance is to take place. Such plat or map shall be specific as to location and depth of the excavation or facilities maintenance, as to street address or other location. Such notice shall be provided to the city in writing or by any other means approved by director at least three (3) business days in advance of the work, and shall be subject to denial or modification by the director based on public safety or other the requirements in this chapter.

#### Sec. 24-174. Liability insurance, performance and maintenance bond requirement.

(a) Insurance. Except as provided in this section, each ROW-user shall provide, at its sole expense, and maintain during the term of an agreement or franchise, commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the city, with a rating by Best of not less than "A," that shall protect the ROW-user, the city, and the city's officials, officers, and employees from claims which may arise from operations under an agreement or franchise, whether such operations are by the ROW-user, its officers, directors, employees and agents, or any subcontractors of the ROW-user. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all ROW-user operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$3,000,000.00, but in no event less than the individual and combined sovereign immunity limits established by RSMo. § 537.610 for political

subdivisions; provided that nothing herein shall be deemed to waive the city's sovereign immunity. An endorsement shall be provided which states that the city is listed as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days' advance written notice of such event being given to the director. If the person is self-insured, it shall provide the city proof of compliance regarding its ability to self-insure and proof of its ability to provide coverage in the above amounts. The insurance requirements in this section or otherwise shall not apply to a ROW-user to the extent and for such period during an agreement or franchise as ROW-user is exempted from such requirements pursuant to RSMo. § 67.1830(6)(a) and has on file with the director an affidavit certifying that ROW-user has twenty-five million dollars (\$25,000,000) in net assets and is otherwise therefore so exempted unless otherwise provided by agreement or franchise. The city reserves the right to waive any and all requirements under this section when deemed to be in the public interest.

(b) Performance and maintenance bond. Except as otherwise may be required by law for ROW-users who have on file with the director an affidavit certifying that the ROW-user has twenty-five million dollars (\$25,000,000) in net assets and is otherwise therefore so exempted, the person shall at all times during the term of the permit, and for four (4) years thereafter, maintain a performance and maintenance bond in a form approved by the city counselor. The amount of the bond will be five thousand dollars (\$5,000.00) or the value of the restoration as determined by the director, whichever is greater, for a term consistent with the term of the permit plus four (4) additional years, conditioned upon the person's faithful performance of the provisions, terms and conditions conferred by this chapter. Unless otherwise established in the permit, an annual bond in an amount of fifty thousand dollars (\$50,000.00) automatically renewed yearly during this period shall satisfy the requirement of this section. The city shall be entitled to recover under the terms of such bond the full amount of any loss and damage occasioned from violation of the permit or provisions of this article.

(c) Proof of compliance. Unless exempt, a copy of a ROW-user's Liability Insurance Certificate and Performance and Maintenance Bond must be on file with the director.

#### Sec. 24-175. Facility relocation.

(a) A ROW-user shall promptly remove, relocate or adjust any facilities located in the rights-of-way or in public easements as directed by the director for a public improvement or as necessary to eliminate a threat to public health or safety. Such removal, relocation or adjustment shall be performed by the ROW-user at the ROW-user's sole expense without expense to the city, its employees, agents, or authorized contractors and shall be specifically subject to rules, regulations and schedules of the city pertaining to such. The ROW-user shall proceed with the removal, relocation, or adjustment of facilities with due diligence upon notice by the director to begin removal, relocation, or adjustment. Where the ROW-user's facilities are located in whole or in part in private easements, the ROW-user shall promptly relocate the facilities if the city has agreed to compensate the

ROW-user, through the condemnation, purchase process, or other reasonable means for the cost of relocation of the ROW-user's facilities.

(b) The city shall provide the ROW-user with written notice of required relocations or adjustments, the anticipated bid letting date, if any, of the public improvement, and notice of the deadline for completion of the relocations or adjustments. The ROW-user shall respond within thirty (30) days with any conflicts and a proposed construction schedule for relocation to be completed in not more than sixty (60) days from date of the notice to ROW-user, unless such other schedule is requested and reasonably approved by the director. If facilities cannot be fully relocated within rights-of-way, the ROW-user shall be responsible at its own cost to obtain alternative locations to timely relocate its facilities.

(c) If any facilities are not relocated in accordance with this section, the city or its contractors may relocate the facilities after notice to the ROW-user. The ROW-user and its surety shall be liable to the city for any and all costs incurred by the city. In the event the ROW-user is required to move its facilities in accordance with this section, any ordinary permit fee shall be waived. Failure to comply with the relocation schedule set by the director shall be a separate violation for each day subject to penalties as provided for violation of this article.

(d) The city retains the right to vacate any rights-of-way within the city. The city may condition vacation of its rights-of-way on granting and recording of an acceptable easement authorizing the city to use the vacated area, or a portion thereof, for specific purposes as may be deemed appropriate in the public interest. The city may also condition such vacation on payment of any relocation costs that may result from such vacation. In the event that the vacation of rights-of-way requires relocation of facilities of a ROW-user, such user shall bear all costs of relocation or removal of its facilities unless otherwise provided by the party initiating the vacation. In no event shall the city be obligated to pay for relocation costs due to a vacation of rights-of-way.

#### Sec. 24-176. Abandoned and unusable facilities.

(a) A ROW-user owning abandoned facilities in the rights-of-way must remove its facilities and replace or restore any damage or disturbance caused by the removal at its own expense. The director may allow underground facilities or portions thereof to remain in place if the director determines that it is in the best interest of public safety to do so.

(b) At such time, the city may take ownership and responsibility of such vacated facilities left in place; or the person shall provide information satisfactory to the city that such person's obligations for its facilities in the rights-of-way have been lawfully assumed by another authorized entity; or submit to the city a proposal and instruments for transferring ownership of its facilities to the city. If the person proceeds under this section, the city may, at its option, purchase the equipment, require the person, at its own expense, to remove it, or require the person to post a bond in an amount sufficient to reimburse the city for reasonable anticipated costs to be incurred to remove the facilities.



(c) Facilities of a person who fails to comply with this section, and whose facilities remain unused for two (2) years, shall be deemed to be abandoned, after the city has made a good faith effort to contact the person, unless the city receives confirmation that the person intends to use the facilities.

(d) Abandoned facilities are deemed to be a nuisance. The city may exercise any remedies or rights it has at law or in equity, including, but not limited to:

- (1) Abating the nuisance;
- (2) Taking possession and ownership of the facility and restoring it to a useable function; or
- (3) Requiring the removal of the facility by the person.

Sec. 24-177. Revocation of permits.

The city may, after reasonable notice and an opportunity to cure, revoke a permit granted to a ROW-user, without a fee refund, if one or more of the following occurs:

- (1) A material violation of a provision of this article or a permit, including the violation of any provision of this article or of any additional provisions of a specific permit;
- (2) An evasion or attempt to evade any material provision of the permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens;
- (3) A material misrepresentation of fact in the permit application;
- (4) A failure to complete excavation or facilities maintenance by the date specified in the permit, unless a permit extension is obtained or unless the failure to complete the excavation or facilities maintenance is due to reasons beyond the ROW-user's control;
- (5) A failure to correct, within the time specified by the city, excavation or facilities maintenance that does not conform to applicable national safety codes, industry construction standards, or applicable city code provisions or safety codes that are no more stringent than national safety codes or provisions, upon inspection and notification by the city of the faulty condition.

If a permit is revoked, the ROW-user shall also reimburse the city for the city's reasonable costs, including administrative costs, restoration costs and the costs of collection and reasonable fees incurred in connection with such revocation.

In addition to any other penalties and remedies for violations that may exist in law or equity, any person that violates any provision of this article shall be subject to such penalties as set forth in section 1-8 of this code and including a fine of up to five hundred dollars (\$500.00) per day for each and every day the violation exists or continues.

Secs. 179—185. Reserved.

SECTION 2. The historic areas of the City of Columbia, Missouri as designated by local, state or federal historic registrations, including adjacent rights-of-way, shall be hereby considered historic areas for purposes of this ordinance.

SECTION 3. The portions of this ordinance shall be severable. In the event that any portion of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid one, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 4. This ordinance shall be in full force and effect from and after May 1, 2018.

PASSED this 20th day of November, 2017.

ATTEST:

Sheela Amin  
City Clerk

Brian Treece  
Mayor and Presiding Officer

APPROVED AS TO FORM:

Nancy Thompson  
City Counselor

## **ATTACHMENT 2**

024518

Permanent Record  
Filed in Clerk's Office

Introduced by Treece  
First Reading 1-4-21 Second Reading 1-19-21  
Ordinance No. 024518 Council Bill No. B 25-21

**AN ORDINANCE**

authorizing a right of use permit with Missouri Network Alliance, LLC, d/b/a Bluebird Network, for the installation and maintenance of fiber optic cable within portions of certain City rights-of-way; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a right of use permit with Missouri Network Alliance, LLC, d/b/a Bluebird Network, for the installation and maintenance of fiber optic cable within portions of certain City rights-of-way. The form and content of the right of use permit shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.


PASSED this 14th day of January, 2021

ATTEST:

  
City Clerk

  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
City Counselor

## RIGHT OF USE PERMIT FIBER OPTIC CABLE

**THIS RIGHT OF USE PERMIT** ("Permit Agreement") is made effective as of the date that this Permit Agreement is last signed by both parties by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Missouri Network Alliance, LLC dba Bluebird Network (hereinafter "Company").

WHEREAS, Company is in the business of constructing, owning, operating and maintaining fiber optic telecommunications facilities; and

WHEREAS, Company desires to construct, own, operate and maintain interexchange and non-switched local exchange telecommunications facilities for its own profit through the City of Columbia, Missouri by locating a fiber optic line within street rights-of-way through residential, commercial and industrial zones; and

WHEREAS, City acquires, owns and maintains public street rights-of-way as an asset and is authorized by law to manage the public rights-of-way; and

WHEREAS, Company understands and agrees that public street rights-of-ways cost millions of dollars to acquire and annually maintain and improve and are a unique and physically limited resource requiring proper management and control to minimize the expense of the use of such rights-of-way and to insure the public welfare; and

WHEREAS, the public street rights-of-way which Company proposes to use is currently already occupied by electric and local telephone poles and lines, underground water, sewer, storm drainage and natural gas lines, all of which provide a benefit to the public and require routine maintenance necessitating access to and use of the rights-of-way.

NOW, THEREFORE, the parties agree as follows:

1. **ROUTE:**

Company is granted a right to occupy and use the public street rights-of-way of the City for a subterranean fiber optic telecommunications cable and no other purpose along the following alignment:

West from the east side of North Seventh Street just north of Business Loop 70 East, then south along the east side of North Seventh Street south of Business Loop 70 East to Wilkes Boulevard, then west along the north side of Wilkes Boulevard to Washington Avenue, then south along the east side of Washington Avenue to North Fifth Street, continuing south along the east side of North Fifth Street to East Broadway, continuing south along the east side of South Fifth Street to Cherry Street, then east along north side of Cherry Street to South Sixth Street, then north along the east side of South Sixth Street to the alley located between

East Broadway and Cherry Street. Route is defined on "Exhibit A", containing 6,167 linear feet.

1.1 LIMITATION OF RIGHTS GRANTED

The right to use City street rights-of-way shall not be construed to create or vest in the Company any easement or ownership or property rights in the rights-of-way and is nonexclusive. The City reserves all rights to grant to other persons similar rights, privileges and authority as set out herein. The City may exercise its rights at any time during this permit. In accepting this permit, the Company understands and agrees that any rights granted herein are subject to the police powers of the City and the Company shall comply with all applicable City ordinances.

2. TERM

The term of this permit shall be for ten years from the date of the execution of this Permit Agreement. The permit shall automatically renew for one additional five year period unless it is terminated by one party giving the other notice of its intent to terminate in writing at least six months prior to the expiration of the current term.

2.1 TERMINATION

The Company may terminate the Permit Agreement at any time upon ninety days written notice to the City. The City may terminate the permit upon six months written notice to Company that the Company is in violation or default of the terms of the permit and Company fails or refuses to cure the violation or default within thirty days of the notice. If, after termination of this permit, the Company fails to remove its equipment, facilities or system from the rights-of-way within sixty days, it shall be deemed abandoned by the Company and shall become City property.

3. LINEAR FOOT FEE

For its use of the street rights-of-way within the City, the Company shall pay the City \$1.91 per linear foot annually. The linear distance in feet shall be determined by the length of the corridor occupied by the Company as measured by the City. That distance shall be measured by the City from the Company's plans as the Company or its subcontractors build, lay, drill, or route fiber optic lines or conduits through the City. The Company shall pay the linear foot fee to the City for all conduit or line in the City rights-of-way during the term of this Permit Agreement regardless of whether the fiber optic lines or conduits are actually used or connected to the Company's system. The City shall notify the Company of the amount due in writing thirty days prior to the date of payment. At any point in the future, should the Company enter into a franchise agreement with the City and/or be required to pay business license taxes based upon gross receipts, the Company shall be entitled to a credit for any amount paid as business license taxes or gross receipts taxes.

3.1. TIME OF PAYMENT

For linear foot fees during the first year of the permit, the Company shall pay the City \$500.00 upon the execution of the Permit Agreement by the City and the remainder shall be due upon completion of the Company's construction through the City or within nine months of the date of the execution of permit by the City. Thereafter, the company shall pay the linear foot fees annually within thirty days written notice by the City. Gross receipts taxes are to be calculated monthly and due within thirty days after the last day of each month.

**3.2 LINEAR FOOT FEE INCREASE UPON PERMIT RENEWAL**

Upon the renewal of the permit term for an additional five years, the linear foot fee due the City from the Company shall increase by 7.5%.

**3.3 NO ACCORD AND SATISFACTION**

All payments due under this permit shall be paid in full by the date due. Acceptance by the City of any amounts tendered shall not be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance be construed as a release of any claim the City may have for additional sums payable under the permit or any other provision of the City's ordinances.

**4. CONDITIONS OF CONSTRUCTION IN THE RIGHT-OF-WAY**

The Company agrees that its system shall be designed in accordance with standardized good engineering practices and shall conform when applicable with the National Electric Safety Code and all other applicable federal, state and local laws or regulations. The construction of the systems shall be completed in a workmanlike manner and shall be subject at all times to inspection by the City.

**4.1 PLANS**

Prior to beginning any drilling, trenching, construction or installation work of any kind within the City rights-of-way, the Company shall provide the City Community Development, Public Works and Water and Light Departments with detailed route maps and engineering or construction plans. No work shall begin until the plans are approved and the work is scheduled with the Community Development Department, Building and Site Development Division. All work shall be done in substantial conformity with the plans as approved and shall at all times comply with applicable ordinances and building codes.

**4.2 BUILDING PERMITS AND COSTS**

No work shall be performed until all required building or construction permits are obtained and the required fees paid. Actual permit fees may not be assessed at the time the permits are taken out. If such is the case, the Company shall agree to pay the required permit fees after assessment and within thirty days written notice by the City.

The Company shall be solely responsible for all costs associated with the construction within the rights-of-way including the cost of all City permits required for such construction. The parties understand and agree that the various City

permits are intended to reimburse the City's costs in undertaking permit related review and inspections.

4.3 UTILITY LOCATES

No excavation, drilling or trenching shall occur within the rights-of-way until utility locates for all utilities have been performed. The Company shall request locates at least 72 hours in advance of all underground work.

4.4 OBSTRUCTION OF THE RIGHT-OF-WAY

The Company shall not obstruct or block any City street, road, alley or rights-of-way during the construction without first obtaining permission from the City.

4.5 PROTECTION OF STRUCTURES, REPAIR OF THE RIGHT-OF-WAY

The Company shall, at its own cost or expense, protect any and all existing surface or underground structures, fixtures, drainage facilities, sewers, conduits or pipes belonging to the City or any utility previously located within the rights-of-way during construction or maintenance of the Company's system, conduit or fiber optic lines.

Any rights-of-way, streets, roads, surface or underground structures, fixtures, drainage facilities, sewers, utility line facilities, conduits or pipes disturbed or damaged by the Company's work, either during initial construction or future maintenance replacement or relocation of the Company's fiber optic lines or any conduit or system, shall be promptly repaired or restored to the City's standards or the standards of the utility owning the disturbed or damaged facilities at the Company's expense. All right-of-way restoration work shall be guaranteed by the Company for a period for four (4) years.

4.6 SAFETY

The Company shall, at its own expense, take all necessary steps to mark its vehicles and equipment so as to prevent accidents in the rights-of-way. Work sites shall be protected by safety cones, barriers, fences, safety lights or other suitable devices. Employees and subcontractors shall wear appropriate safety equipment. No holes, trenches or excavations shall be left unprotected or open to the public. The Company and its contractors shall observe all applicable and appropriate safety codes or regulations.

4.7 DISTANCE FROM GAS, WATER AND SEWER LINES

No fiber optic lines, conduits, or facilities shall be located closer than two feet clear in any direction from any natural gas, water, sanitary sewer or storm sewer line, conduit, pipeline or structure.

4.8 AS BUILT DIAGRAMS

Upon the end of work on the Company's fiber optic line or conduit within the City, the Company shall deliver to the Public Works and Water and Light Departments as built diagrams, drawings or maps of Company's fiber optic lines or conduits locating such lines or conduits in plan and profile views with accurate dimension.



5. CONDITIONS OF CONTINUING USE AND OCCUPANCY

During the term of this permit and any renewal thereof, the Company shall, at its own expense, maintain its lines, conduits and system in a safe condition and so as not to interfere with any other utility or facility in the rights-of-way.

5.1 STREET CUTS

The permit does not grant the Company or any of its employees or contractors the right to cut, break, excavate or damage the streets, sidewalks or railroad of the City without the written consent of the City. The Company shall give the City such notice of the need to make cuts, breaks or excavations in the streets or sidewalks as it requires of any person desiring to do such work, and obtain permits and permission to do such work as required by City Code or regulation. All streets, sidewalks or rights-of-way in any way disturbed by the Company shall be replaced or restored to City Standards.

5.2 EMERGENCY WORK

In the event the Company must make emergency repairs to its lines, the Company shall, as soon as possible, but in not case later than 72 hours, obtain the required permissions or permits as set out herein. All cuts, breaks, and excavations in City streets, sidewalks, or rights-of-way shall be protected by safety cones, fences or barriers adequate to prevent injury to the public.

5.3 RIGHT-OF-WAY SUBLEASE

Nothing in this Permit Agreement shall be construed to give the Company the right to sublease or subdivide its right to use the City's rights-of-way and Company shall have no authority or power to do so or to use the rights-of-way for any purpose other than the operation and maintenance of fiber optic lines, conduits or systems. This section shall not be construed so as to prohibit the Company from leasing or subleasing service over its lines within the City's rights-of-way.

5.4 EMINENT DOMAIN

In the event the City, through its City Council, determines that it is necessary to take Company's property or property interests in this permit for a public purpose, it may acquire that property through eminent domain.

5.5 CITY'S EMERGENCY AUTHORITY

The City may at any time, in case of disaster or other emergency, as determined by the City Manager, or the City Manager's designee in their discretion, excavate, cut or move any of Company's wires, fiber optic lines or facilities without liability to the Company. The City shall give as much notice of such emergency to the Company as it reasonably can under the circumstances of the emergency.

5.6 NEW LINES

If during the term of this permit, Company desires to relocate part or all of the fiber optic lines allowed by this permit, the Company, at its own cost and expense, shall

submit new plans and obtain new construction permits and submit itself to the City's review process and be governed by all restrictions on construction set out elsewhere in this permit or set out in City Code ordinance or regulation. The City shall recalculate the annual fee of this permit taking into account the new or additional alignment of Company's lines or conduit.

5.7 REALIGNMENT OF LINES AT GOVERNMENTAL REQUEST

If during the term of this permit, Company is requested or directed by any governmental agency to relocate or realign its lines, conduits or facilities, it shall do so at its own cost and expense and under the same conditions as if it were realigning said lines, conduits or facilities for its own benefit. If such realignment or relocation reduces the total linear footage in City rights-of-way, the annual rent under this permit shall be adjusted accordingly. If realignment or relocation at governmental request or directive increases the total linear footage in City rights-of-way, the rental under this permit shall not be increased by the additional footage required by the realignment or relocation.

- 5.8 The Company's fiber optic lines, conduit or cable shall have a "tone line" or similar technology so as to accurately locate the Company's facilities. The Company agrees to join the Missouri "One Call" system and, upon request by the City or any utility, locate its facilities within 48 hours of the request.

6. INSURANCE

During the term of this permit, Company shall obtain and maintain and shall require all of its permitted contractors or subcontractors to obtain and maintain not less than the following insurance:

6.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial general liability insurance including coverage for operations, independent contractors, products-completed operations, property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, broad form property damage on an "occurrence" basis insuring Company and any other interests, including, but not limited to, any associated or subsidiary companies involved in the operation. The liability insurance shall include contractual liability insurance applicable to Company's obligations under this permit.

The liability insurance shall name the City as an additional insured.

The limits of liability shall be no less than \$2,000,000 for injury or death to any one person and no less than \$10,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$2,000,000 for property damage as a result of one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$10,000,000. The liability insurance shall include contractual liability insurance applicable to Company's obligations hereunder.

6.2 COMPENSATION INSURANCE

The Company shall take out and maintain during the life of this contract, Employee's Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and Company shall require all subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Company. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under Missouri's Workers' Compensation Statute, the Company shall provide and shall cause each subcontractor to provide Employee's Liability Insurance for the protection of their employees not otherwise protected.

6.3 AUTOMOBILE PUBLIC LIABILITY AND PROPERTY

The Company shall maintain during the life of this permit, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$150,000.00 per individual, covering bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Company's own automobiles, teams and trucks; hired automobiles both on and off the site of the work.

6.4 PROOF OF INSURANCE

The Company shall furnish the City with certificates of insurance which name the City as additional insured in the amounts required by the permit and which require a thirty day mandatory cancellation notice to the City.

6.5. SELF-INSURANCE

During the term of the permit and any renewal, the Company may self-insure any or all of the insurance required herein after furnishing documentation satisfactory to the City that the Company has \$25,000,000.00 in net assets and does not violate or default the terms of the permit. Any insurance coverage required over its self-insured retention amount shall be maintained through an excess liability carrier satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent guide.

7. INDEMINIFICATION AND RESPONSIBILITY

The Company understands and agrees that this Permit Agreement to use the rights-of-way is between the City and Company and no other parties. The Company is responsible for all its employees, agents, officers, contractors and subcontractors and in the event of damage or injury arising out of Company's use or presence in the rights-of-way, the City is entitled to look to the Company for restitution and compensation and the Company shall not assert that the City must look to any Company employee, officer, agent or any of the Company's contractors, subcontractors or insurers for such payment, restitution or compensation.

#### 7.1 DAMAGE TO CITY OR OTHER UTILITIES

The Company understands and agrees that the right-of-way route proposed by the Company for the Company's use is currently through a developed City and contains various combinations of water, electric, natural gas, telephone, sanitary sewer, storm sewer and other utilities. The Company agrees that should the Company's construction, excavation, drilling or work in the rights-of-way result in damage or injury of any kind to the property or facilities of any of the above listed utilities or any other utility, service or company located in the rights-of-way, the Company shall repair or replace, or have repaired or replaced, the damaged or injured portion of the utility property at its own cost or expense.

#### 7.2 CITY PLAN REVIEW, USE OF CITY MAPS, UTILITY LOCATES

The Company understands and agrees that while the City has existing maps and diagrams of the rights-of-way which may be used by the Company, those maps or diagrams which exist may not be accurate or complete and the City does not guarantee that the maps or diagrams will be adequate for Company's purposes. The use of City maps or diagrams does not release the Company from responsibility for damage or injury to facilities within the rights-of-way nor transfer any responsibility to the City for such damage or injury. Further, the Company agrees and understands that City utilities and facilities within the rights-of-way may have been in place for many years and completely accurate maps and diagrams may not exist for all of these facilities and some lines, pipes, conduits may not be accurately located by existing location means. The fact that the Company may damage or injure an existing utility while relying upon a City locate shall not relieve the Company from fixing or replacing the damaged utility facility at the Company's cost or expense.

#### 7.3 CITY PLAN APPROVAL, INSPECTION OR GENERAL SUPERVISION

The Company understands and agrees that submission of plans and maps to the city prior to construction, excavation or drilling, the approval of those plans, routing City inspections and City oversight or general supervision of Company's work does not make the City responsible or relieve the Company from responsibility for any damage or injury Company's construction, excavation or drilling may cause to its own property or any utility or facility within the rights-of-way.

#### 7.4 UTILITY WORK WITHIN THE RIGHTS-OF-WAY

The Company understands and agrees that utilities currently within the rights-of-way need maintenance from time to time requiring excavation of the rights-of-way. Further, Company understands and agrees that its fiber optic lines, conduits and facilities will overlay or intermingle with existing utility facilities and will not be segregated or restricted to armored or protected space within the rights-of-way greatly enhancing the risk that any excavation within the rights-of-way will break, damage or injure the Company's property. The Company agrees that if its fiber optic lines, conduits or facilities are broken, damaged or injured in the normal course of business or during an emergency by utility work within the rights-of-way,

it will repair or replace the same at its cost and expense and that it will not seek restitution or compensation from the same from the City or any utility.

7.5 INDEMNIFICATION BY THE COMPANY

Company, its successors or assigns, shall indemnify, defend and hold harmless to the City, its officers, employees from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or severable expenses of any nature (including reasonable attorney, accountant, and expert fees), judgments, fines, settlements and other amounts ("Claim"), provided that the Claim is caused in whole or in part by any negligent act or omission of the Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, and regardless of whether or not the Claim is caused in part by a party indemnified hereunder, and the Claim is relating to or arising from:

- a. Any acts, errors, or omissions of Company, its agents, contractors or employees or any negligence or intentional misconduct thereby in the installation, maintenance or operation of the Company's fiber optic lines, conduits or facilities, or any breach of any obligation or covenant under this permit, or
- b. Any personal injury or death of any person or persons, including, without limitation, agents or employees of the City, and any loss, damage, defacement or destruction of property of the City or its licensees, arising out of the incident to the activities, operations or actions of the Company, its agents, contractors or employees.

7.6 SURVIVAL OF INDEMNIFICATION

The provisions of all the paragraphs in section 7 shall survive the termination of the permit.

8. MISCELLANEOUS

8.1 TAXES

The Company shall be responsible for payment of all personal property and other taxes assessed upon and arising from its presence in or use of City's rights-of-way. The Company's payment of the permit fee required here shall not be construed as a payment in lieu of any tax.

8.2 ASSIGNMENT

The Company will not assign or transfer this Permit Agreement without the prior written consent of the City. In considering whether to give its permission to an assignment, the City may consider the assets and reputation of the potential assignee and whether the assignee can fulfill the conditions of this Permit Agreement and whether such an assignment would be injurious to the rights-of-way or be in the best interest of the City. No consent shall be required for an

assignment, sublease or other transfer to a parent, subsidiary or to an entity controlled by the Company, under common control with the Company, or controlling the Company. A proposed assignment to any entity which purchases from the Company the equipment shall be subject to the prior consent of the City with the same conditions set out above.

8.3 DESCRIPTION OF SERVICES

Upon execution of this Permit Agreement, the Company shall provide the City with a description of all services offered by the Company within the City. The Company shall describe each separate type of service offered. Any bundled service or item for which the Company has a separate charge shall be considered a separate service. Annually thereafter, the Company shall provide the City with a description of any new service offered by the Company within the City during the preceding year or anticipated to be offered within the coming year.

8.4 RIGHT OF INSPECTION

The City, or its designated representative, shall have the right to inspect, examine or audit, during normal business hours and upon reasonable notice, all of Company's documents, records or other information that pertains to the compliance of the terms of this Permit Agreement.

8.5 CONTINUING OBLIGATION AND HOLDOVER

In the even the Company continues to operate all or any part of the system after the revocation of the permit or notice to cease operations from the City, the Company shall continue to comply with all applicable provisions of the permit, including, without limitation, all compensation and other payment provisions of the permit, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a waiver, renewal, granting or other extension of the permit, nor as a limitation on the remedies, if any, available to City as a result of such continued operation of the Term, including, but not limited to, damages and restitution.

8.6 WAIVER

Failure of the City to require performance of any term of this permit or to takes steps to enforce the terms of this permit at any time shall not be construed a waiver of the City's right to insist upon full performance of the permit or affect the right of the City to enforce the permit. The actual waiver by the City of any breach of any provision hereof shall not be construed as a waiver of any succeeding breach of the same or any other provision of the permit.

8.7 NOTICE

All notices, requests, demands and other communications required under this permit shall be in writing and are effective when deposited in the U.S. Mail certified and postage prepaid, or when sent via overnight delivery, to the address set forth below or as otherwise provided by law:

**For the Company:**

Missouri Network Alliance, LLC  
Jack Coles, Director of OSP Engineering  
800 NW Chipman Road, Suite 5750  
Lee's Summit, MO 64063

And

Missouri Network Alliance, LLC  
Director of Business Development  
800 NW Chipman Road, Suite 5750  
Lee's Summit, MO 64063

**For the City:**

City of Columbia, Missouri  
City Manager  
701 East Broadway, 2<sup>nd</sup> Floor  
P.O. Box 6015  
Columbia, MO 65205-6015

**8.8 SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this permit is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this permit.

**8.9 ENTIRE AGREEMENT**

The Permit Agreement constitutes the entire agreement and understanding of the parties. Any amendments to the Permit Agreement must be in writing and executed by both parties. If, however, the City in the future by legislative action adopts a comprehensive right-of-way ordinance, the terms of that ordinance shall apply to and modify this Permit Agreement to the extent any provision of that comprehensive right-of-way ordinance shall conflict with this Permit Agreement.

**8.10 AGREEMENT FOR THE BENEFIT OF THE PARTIES**

This Permit Agreement is entered into for the benefit of the parties thereto. Nothing in this Permit Agreement shall be construed to be for the personal or private benefit of any third party.

**8.11 GOVERNING LAW**

This Permit Agreement shall be construed in accordance with the laws of Missouri.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties execute this Permit Agreement herein as of the date signed below.

**CITY OF COLUMBIA, MISSOURI**

*DAW*

By: \_\_\_\_\_  
John Glascock, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor *sl*

STATE OF MISSOURI                    )  
  ) ss  
COUNTY OF BOONE                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me appeared John Glascock, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and he acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first written above.

\_\_\_\_\_  
Notary Public

My Commission expires:



COMPANY:

Missouri Network Alliance dba

Bluebird Network

(Insert Company Name)

By:

*Douglas Zerr*

Title

VP of Engineering

Date:

12-16-2020

ATTEST: (if corporation)

Secretary

STATE OF Missouri

)

) ss

COUNTY OF Cass

)

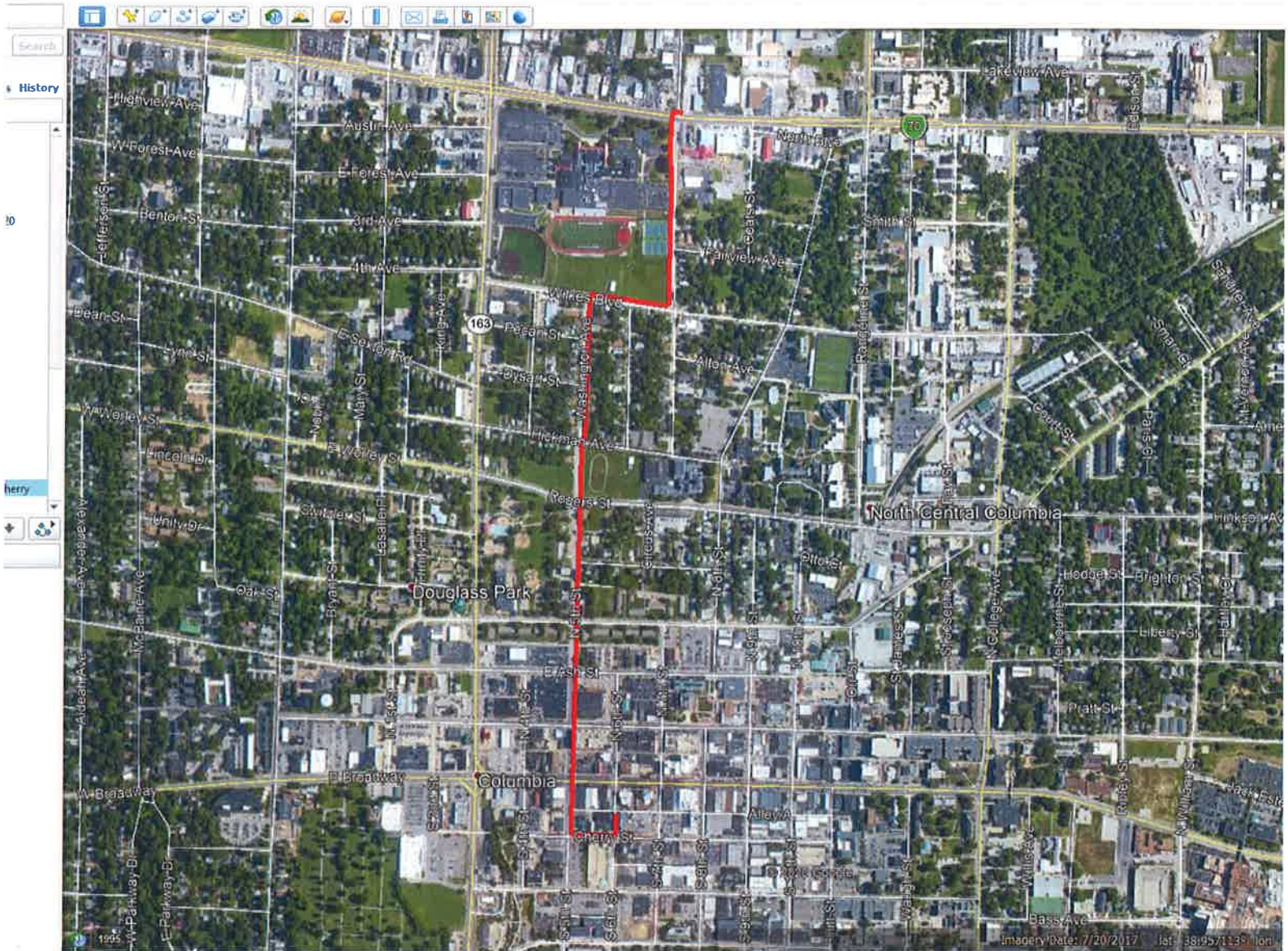
On this 16th day of December, 2020 before me, a notary public of the State of Missouri appeared Douglas Zerr the V.P., Engineering of said Bluebird network and known to be to be the person who executed the within agreement on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

*Rosemary F Huffman*  
Notary Public

My Commission expires:

6/21/2024









## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> UNITEL 1128 Lincoln Mall Suite 200 Lincoln NE 68508		<b>CONTACT NAME:</b> Joanne Mohn <b>PHONE (A/C, No, Ext):</b> (402) 434-7200 <b>E-MAIL ADDRESS:</b> jmohn@unitelinsurance.com <b>FAX (A/C, No):</b> (402) 434-7272	
<b>INSURED</b> BlueBird Network, LLC, DBA: Missouri Network Alliance, LLC 2005 W. Broadway, Bldg A, Ste. 215 Columbia MO 65203		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Farmers Union P & C <b>INSURER B:</b> Travelers Casualty of America <b>INSURER C:</b> Cincinnati Casualty Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 16217 28188	

## COVERAGES

CERTIFICATE NUMBER: 20-21 COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1RU0859977	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1RU0859977	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			1CB0859978	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB-7K425585-20-15	02/28/2020	02/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella			EXS0549573	08/30/2019	08/30/2020	Excess Liability \$14,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Columbia, Missouri is added additional insured on the commercial general liability insurance as it relates to right-of-way agreement.

30 day notice of cancellation will be provided. 10 day notice of cancellation will be provided for cancellation due to non-payment.

## CERTIFICATE HOLDER

## CANCELLATION

City of Columbia, Missouri Purchasing  
701 East Broadway, 5th Floor  
P.O. Box 6015  
Columbia

MO 65205-6015

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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024633

Permanent Record  
Filed in Clerk's Office

Introduced by Treece  
First Reading 4-19-21 Second Reading 5-3-21  
Ordinance No. 024633 Council Bill No. B 143-21

**AN ORDINANCE**

authorizing a right of use permit with Missouri Network Alliance, LLC, d/b/a Bluebird Network, for the installation and maintenance of fiber optic cable within portions of certain City rights-of-way; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a right of use permit with Missouri Network Alliance, LLC, d/b/a Bluebird Network, for the installation and maintenance of fiber optic cable within portions of certain City rights-of-way. The form and content of the right of use permit shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.


PASSED this 3rd day of May, 2021.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

**RIGHT OF USE PERMIT  
FIBER OPTIC CABLE**

**THIS RIGHT OF USE PERMIT** ("Permit Agreement") is made effective as of the date that this Permit Agreement is last signed by both parties by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and \_Missouri Network Alliance, LLC dba Bluebird Network\_ (hereinafter "Company").

WHEREAS, Company is in the business of constructing, owning, operating and maintaining fiber optic telecommunications facilities; and

WHEREAS, Company desires to construct, own, operate and maintain interexchange and non-switched local exchange telecommunications facilities for its own profit through the City of Columbia, Missouri by locating a fiber optic line within street rights-of-way through residential, commercial and industrial zones; and

WHEREAS, City acquires, owns and maintains public street rights-of-way as an asset and is authorized by law to manage the public rights-of-way; and

WHEREAS, Company understands and agrees that public street rights-of-ways cost millions of dollars to acquire and annually maintain and improve and are a unique and physically limited resource requiring proper management and control to minimize the expense of the use of such rights-of-way and to insure the public welfare; and

WHEREAS, the public street rights-of-way which Company proposes to use is currently already occupied by electric and local telephone poles and lines, underground water, sewer, storm drainage and natural gas lines, all of which provide a benefit to the public and require routine maintenance necessitating access to and use of the rights-of-way.

NOW, THEREFORE, the parties agree as follows:

1. **ROUTE:**

Company is granted a right to occupy and use the public street rights-of-way of the City for a subterranean fiber optic telecommunications cable and no other purpose along the following alignment:

1 revision resulting in less footage, 1 removal and 4 additions to the existing 61 Route Segments listed here and defined on "Exhibit A"

Additional footages listed here 2,202' – .417 mi:

Aspen Worley Rogers (7,288') – Revised – Removes 1938'; E Parkway Dr. (1183') Removed – Removes 1183'; Broadway & Garth (1739') – Added; North Rock Quarry Rd. (3043') – Added; Hinkston Rd (164') – Added; Lee St./Roth St. (377') - Added



1.1 LIMITATION OF RIGHTS GRANTED

The right to use City street rights-of-way shall not be construed to create or vest in the Company any easement or ownership or property rights in the rights-of-way and is nonexclusive. The City reserves all rights to grant to other persons similar rights, privileges and authority as set out herein. The City may exercise its rights at any time during this permit. In accepting this permit, the Company understands and agrees that any rights granted herein are subject to the police powers of the City and the Company shall comply with all applicable City ordinances.

2. TERM

The term of this permit shall be for ten years from the date of the execution of this Permit Agreement. The permit shall automatically renew for one additional five year period unless it is terminated by one party giving the other notice of its intent to terminate in writing at least six months prior to the expiration of the current term.

2.1 TERMINATION

The Company may terminate the Permit Agreement at any time upon ninety days written notice to the City. The City may terminate the permit upon six months written notice to Company that the Company is in violation or default of the terms of the permit and Company fails or refuses to cure the violation or default within thirty days of the notice. If, after termination of this permit, the Company fails to remove its equipment, facilities or system from the rights-of-way within sixty days, it shall be deemed abandoned by the Company and shall become City property.

3. LINEAR FOOT FEE

For its use of the street rights-of-way within the City, the Company shall pay the City \$1.91 per linear foot annually. The linear distance in feet shall be determined by the length of the corridor occupied by the Company as measured by the City. That distance shall be measured by the City from the Company's plans as the Company or its subcontractors build, lay, drill, or route fiber optic lines or conduits through the City. The Company shall pay the linear foot fee to the City for all conduit or line in the City rights-of-way during the term of this Permit Agreement regardless of whether the fiber optic lines or conduits are actually used or connected to the Company's system. The City shall notify the Company of the amount due in writing thirty days prior to the date of payment. At any point in the future, should the Company enter into a franchise agreement with the City and/or be required to pay business license taxes based upon gross receipts, the Company shall be entitled to a credit for any amount paid as business license taxes or gross receipts taxes.

3.1. TIME OF PAYMENT

For linear foot fees during the first year of the permit, the Company shall pay the City \$500.00 upon the execution of the Permit Agreement by the City and the remainder shall be due upon completion of the Company's construction through the City or within nine months of the date of the execution of permit by the City.

Thereafter, the company shall pay the linear foot fees annually within thirty days written notice by the City. Gross receipts taxes are to be calculated monthly and due within thirty days after the last day of each month.

3.2 LINEAR FOOT FEE INCREASE UPON PERMIT RENEWAL

Upon the renewal of the permit term for an additional five years, the linear foot fee due the City from the Company shall increase by 7.5%.

3.3 NO ACCORD AND SATISFACTION

All payments due under this permit shall be paid in full by the date due. Acceptance by the City of any amounts tendered shall not be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance be construed as a release of any claim the City may have for additional sums payable under the permit or any other provision of the City's ordinances.

4. CONDITIONS OF CONSTRUCTION IN THE RIGHT-OF-WAY

The Company agrees that its system shall be designed in accordance with standardized good engineering practices and shall conform when applicable with the National Electric Safety Code and all other applicable federal, state and local laws or regulations. The construction of the systems shall be completed in a workmanlike manner and shall be subject at all times to inspection by the City.

4.1 PLANS

Prior to beginning any drilling, trenching, construction or installation work of any kind within the City rights-of-way, the Company shall provide the City Community Development, Public Works and Water and Light Departments with detailed route maps and engineering or construction plans. No work shall begin until the plans are approved and the work is scheduled with the Community Development Department, Building and Site Development Division. All work shall be done in substantial conformity with the plans as approved and shall at all times comply with applicable ordinances and building codes.

4.2 BUILDING PERMITS AND COSTS

No work shall be performed until all required building or construction permits are obtained and the required fees paid. Actual permit fees may not be assessed at the time the permits are taken out. If such is the case, the Company shall agree to pay the required permit fees after assessment and within thirty days written notice by the City.

The Company shall be solely responsible for all costs associated with the construction within the rights-of-way including the cost of all City permits required for such construction. The parties understand and agree that the various City permits are intended to reimburse the City's costs in undertaking permit related review and inspections.

4.3 UTILITY LOCATES

No excavation, drilling or trenching shall occur within the rights-of-way until utility locates for all utilities have been performed. The Company shall request locates at least 72 hours in advance of all underground work.

**4.4 OBSTRUCTION OF THE RIGHT-OF-WAY**

The Company shall not obstruct or block any City street, road, alley or rights-of-way during the construction without first obtaining permission from the City.

**4.5 PROTECTION OF STRUCTURES, REPAIR OF THE RIGHT-OF-WAY**

The Company shall, at its own cost or expense, protect any and all existing surface or underground structures, fixtures, drainage facilities, sewers, conduits or pipes belonging to the City or any utility previously located within the rights-of-way during construction or maintenance of the Company's system, conduit or fiber optic lines.

Any rights-of-way, streets, roads, surface or underground structures, fixtures, drainage facilities, sewers, utility line facilities, conduits or pipes disturbed or damaged by the Company's work, either during initial construction or future maintenance replacement or relocation of the Company's fiber optic lines or any conduit or system, shall be promptly repaired or restored to the City's standards or the standards of the utility owning the disturbed or damaged facilities at the Company's expense. All right-of-way restoration work shall be guaranteed by the Company for a period for four (4) years.

**4.6 SAFETY**

The Company shall, at its own expense, take all necessary steps to mark its vehicles and equipment so as to prevent accidents in the rights-of-way. Work sites shall be protected by safety cones, barriers, fences, safety lights or other suitable devices. Employees and subcontractors shall wear appropriate safety equipment. No holes, trenches or excavations shall be left unprotected or open to the public. The Company and its contractors shall observe all applicable and appropriate safety codes or regulations.

**4.7 DISTANCE FROM GAS, WATER AND SEWER LINES**

No fiber optic lines, conduits, or facilities shall be located closer than two feet clear in any direction from any natural gas, water, sanitary sewer or storm sewer line, conduit, pipeline or structure.

**4.8 AS BUILT DIAGRAMS**

Upon the end of work on the Company's fiber optic line or conduit within the City, the Company shall deliver to the Public Works and Water and Light Departments as built diagrams, drawings or maps of Company's fiber optic lines or conduits locating such lines or conduits in plan and profile views with accurate dimension.

**5. CONDITIONS OF CONTINUING USE AND OCCUPANCY**



During the term of this permit and any renewal thereof, the Company shall, at its own expense, maintain its lines, conduits and system in a safe condition and so as not to interfere with any other utility or facility in the rights-of-way.

5.1 STREET CUTS

The permit does not grant the Company or any of its employees or contractors the right to cut, break, excavate or damage the streets, sidewalks or railroad of the City without the written consent of the City. The Company shall give the City such notice of the need to make cuts, breaks or excavations in the streets or sidewalks as it requires of any person desiring to do such work, and obtain permits and permission to do such work as required by City Code or regulation. All streets, sidewalks or rights-of-way in any way disturbed by the Company shall be replaced or restored to City Standards.

5.2 EMERGENCY WORK

In the event the Company must make emergency repairs to its lines, the Company shall, as soon as possible, but in not case later than 72 hours, obtain the required permissions or permits as set out herein. All cuts, breaks, and excavations in City streets, sidewalks, or rights-of-way shall be protected by safety cones, fences or barriers adequate to prevent injury to the public.

5.3 RIGHT-OF-WAY SUBLEASE

Nothing in this Permit Agreement shall be construed to give the Company the right to sublease or subdivide its right to use the City's rights-of-way and Company shall have no authority or power to do so or to use the rights-of-way for any purpose other than the operation and maintenance of fiber optic lines, conduits or systems. This section shall not be construed so as to prohibit the Company from leasing or subleasing service over its lines within the City's rights-of-way.

5.4 EMINENT DOMAIN

In the event the City, through its City Council, determines that it is necessary to take Company's property or property interests in this permit for a public purpose, it may acquire that property through eminent domain.

5.5 CITY'S EMERGENCY AUTHORITY

The City may at any time, in case of disaster or other emergency, as determined by the City Manager, or the City Manager's designee in their discretion, excavate, cut or move any of Company's wires, fiber optic lines or facilities without liability to the Company. The City shall give as much notice of such emergency to the Company as it reasonably can under the circumstances of the emergency.

5.6 NEW LINES

If during the term of this permit, Company desires to relocate part or all of the fiber optic lines allowed by this permit, the Company, at its own cost and expense, shall submit new plans and obtain new construction permits and submit itself to the City's review process and be governed by all restrictions on construction set out

elsewhere in this permit or set out in City Code ordinance or regulation. The City shall recalculate the annual fee of this permit taking into account the new or additional alignment of Company's lines or conduit.

5.7 REALIGNMENT OF LINES AT GOVERNMENTAL REQUEST

If during the term of this permit, Company is requested or directed by any governmental agency to relocate or realign its lines, conduits or facilities, it shall do so at its own cost and expense and under the same conditions as if it were realigning said lines, conduits or facilities for its own benefit. If such realignment or relocation reduces the total linear footage in City rights-of-way, the annual rent under this permit shall be adjusted accordingly. If realignment or relocation at governmental request or directive increases the total linear footage in City rights-of-way, the rental under this permit shall not be increased by the additional footage required by the realignment or relocation.

- 5.8 The Company's fiber optic lines, conduit or cable shall have a "tone line" or similar technology so as to accurately locate the Company's facilities. The Company agrees to join the Missouri "One Call" system and, upon request by the City or any utility, locate its facilities within 48 hours of the request.

6. INSURANCE

During the term of this permit, Company shall obtain and maintain and shall require all of its permitted contractors or subcontractors to obtain and maintain not less than the following insurance:

6.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial general liability insurance including coverage for operations, independent contractors, products-completed operations, property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, broad form property damage on an "occurrence" basis insuring Company and any other interests, including, but not limited to, any associated or subsidiary companies involved in the operation. The liability insurance shall include contractual liability insurance applicable to Company's obligations under this permit.

The liability insurance shall name the City as an additional insured.

The limits of liability shall be no less than \$2,000,000 for injury or death to any one person and no less than \$10,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$2,000,000 for property damage as a result of one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$10,000,000. The liability insurance shall include contractual liability insurance applicable to Company's obligations hereunder.

6.2 COMPENSATION INSURANCE

The Company shall take out and maintain during the life of this contract, Employee's Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and Company shall require all subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Company. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under Missouri's Workers' Compensation Statute, the Company shall provide and shall cause each subcontractor to provide Employee's Liability Insurance for the protection of their employees not otherwise protected.

6.3 AUTOMOBILE PUBLIC LIABILITY AND PROPERTY

The Company shall maintain during the life of this permit, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$150,000.00 per individual, covering bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Company's own automobiles, teams and trucks; hired automobiles both on and off the site of the work.

6.4 PROOF OF INSURANCE

The Company shall furnish the City with certificates of insurance which name the City as additional insured in the amounts required by the permit and which require a thirty day mandatory cancellation notice to the City.

6.5. SELF-INSURANCE

During the term of the permit and any renewal, the Company may self-insure any or all of the insurance required herein after furnishing documentation satisfactory to the City that the Company has \$25,000,000.00 in net assets and does not violate or default the terms of the permit. Any insurance coverage required over its self-insured retention amount shall be maintained through an excess liability carrier satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent guide.

7. INDEMNIFICATION AND RESPONSIBILITY

The Company understands and agrees that this Permit Agreement to use the rights-of-way is between the City and Company and no other parties. The Company is responsible for all its employees, agents, officers, contractors and subcontractors and in the event of damage or injury arising out of Company's use or presence in the rights-of-way, the City is entitled to look to the Company for restitution and compensation and the Company shall not assert that the City must look to any Company employee, officer, agent or any of the Company's contractors, subcontractors or insurers for such payment, restitution or compensation.

7.1 DAMAGE TO CITY OR OTHER UTILITIES

The Company understands and agrees that the right-of-way route proposed by the Company for the Company's use is currently through a developed City and contains various combinations of water, electric, natural gas, telephone, sanitary sewer, storm sewer and other utilities. The Company agrees that should the Company's construction, excavation, drilling or work in the rights-of-way result in damage or injury of any kind to the property or facilities of any of the above listed utilities or any other utility, service or company located in the rights-of-way, the Company shall repair or replace, or have repaired or replaced, the damaged or injured portion of the utility property at its own cost or expense.

#### 7.2 CITY PLAN REVIEW, USE OF CITY MAPS, UTILITY LOCATES

The Company understands and agrees that while the City has existing maps and diagrams of the rights-of-way which may be used by the Company, those maps or diagrams which exist may not be accurate or complete and the City does not guarantee that the maps or diagrams will be adequate for Company's purposes. The use of City maps or diagrams does not release the Company from responsibility for damage or injury to facilities within the rights-of-way nor transfer any responsibility to the City for such damage or injury. Further, the Company agrees and understands that City utilities and facilities within the rights-of-way may have been in place for many years and completely accurate maps and diagrams may not exist for all of these facilities and some lines, pipes, conduits may not be accurately located by existing location means. The fact that the Company may damage or injure an existing utility while relying upon a City locate shall not relieve the Company from fixing or replacing the damaged utility facility at the Company's cost or expense.

#### 7.3 CITY PLAN APPROVAL, INSPECTION OR GENERAL SUPERVISION

The Company understands and agrees that submission of plans and maps to the city prior to construction, excavation or drilling, the approval of those plans, routing City inspections and City oversight or general supervision of Company's work does not make the City responsible or relieve the Company from responsibility for any damage or injury Company's construction, excavation or drilling may cause to its own property or any utility or facility within the rights-of-way.

#### 7.4 UTILITY WORK WITHIN THE RIGHTS-OF-WAY

The Company understands and agrees that utilities currently within the rights-of-way need maintenance from time to time requiring excavation of the rights-of-way. Further, Company understands and agrees that its fiber optic lines, conduits and facilities will overlay or intermingle with existing utility facilities and will not be segregated or restricted to armored or protected space within the rights-of-way greatly enhancing the risk that any excavation within the rights-of-way will break, damage or injure the Company's property. The Company agrees that if its fiber optic lines, conduits or facilities are broken, damaged or injured in the normal course of business or during an emergency by utility work within the rights-of-way, it will repair or replace the same at its cost and expense and that it will not seek restitution or compensation from the same from the City or any utility.



7.5 INDEMNIFICATION BY THE COMPANY

Company, its successors or assigns, shall indemnify, defend and hold harmless to the City, its officers, employees from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or severable expenses of any nature (including reasonable attorney, accountant, and expert fees), judgments, fines, settlements and other amounts ("Claim"), provided that the Claim is caused in whole or in part by any negligent act or omission of the Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, and regardless of whether or not the Claim is caused in part by a party indemnified hereunder, and the Claim is relating to or arising from:

- a. Any acts, errors, or omissions of Company, its agents, contractors or employees or any negligence or intentional misconduct thereby in the installation, maintenance or operation of the Company's fiber optic lines, conduits or facilities, or any breach of any obligation or covenant under this permit, or
- b. Any personal injury or death of any person or persons, including, without limitation, agents or employees of the City, and any loss, damage, defacement or destruction of property of the City or its licensees, arising out of the incident to the activities, operations or actions of the Company, its agents, contractors or employees.

7.6 SURVIVAL OF INDEMNIFICATION

The provisions of all the paragraphs in section 7 shall survive the termination of the permit.

8. MISCELLANEOUS

8.1 TAXES

The Company shall be responsible for payment of all personal property and other taxes assessed upon and arising from its presence in or use of City's rights-of-way. The Company's payment of the permit fee required here shall not be construed as a payment in lieu of any tax.

8.2 ASSIGNMENT

The Company will not assign or transfer this Permit Agreement without the prior written consent of the City. In considering whether to give its permission to an assignment, the City may consider the assets and reputation of the potential assignee and whether the assignee can fulfill the conditions of this Permit Agreement and whether such an assignment would be injurious to the rights-of-way or be in the best interest of the City. No consent shall be required for an assignment, sublease or other transfer to a parent, subsidiary or to an entity controlled by the Company, under common control with the Company, or

controlling the Company. A proposed assignment to any entity which purchases from the Company the equipment shall be subject to the prior consent of the City with the same conditions set out above.

8.3 DESCRIPTION OF SERVICES

Upon execution of this Permit Agreement, the Company shall provide the City with a description of all services offered by the Company within the City. The Company shall describe each separate type of service offered. Any bundled service or item for which the Company has a separate charge shall be considered a separate service. Annually thereafter, the Company shall provide the City with a description of any new service offered by the Company within the City during the preceding year or anticipated to be offered within the coming year.

8.4 RIGHT OF INSPECTION

The City, or its designated representative, shall have the right to inspect, examine or audit, during normal business hours and upon reasonable notice, all of Company's documents, records or other information that pertains to the compliance of the terms of this Permit Agreement.

8.5 CONTINUING OBLIGATION AND HOLDOVER

In the even the Company continues to operate all or any part of the system after the revocation of the permit or notice to cease operations from the City, the Company shall continue to comply with all applicable provisions of the permit, including, without limitation, all compensation and other payment provisions of the permit, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a waiver, renewal, granting or other extension of the permit, nor as a limitation on the remedies, if any, available to City as a result of such continued operation of the Term, including, but not limited to, damages and restitution.

8.6 WAIVER

Failure of the City to require performance of any term of this permit or to takes steps to enforce the terms of this permit at any time shall not be construed a waiver of the City's right to insist upon full performance of the permit or affect the right of the City to enforce the permit. The actual waiver by the City of any breach of any provision hereof shall not be construed as a waiver of any succeeding breach of the same or any other provision of the permit.

8.7 NOTICE

All notices, requests, demands and other communications required under this permit shall be in writing and are effective when deposited in the U.S. Mail certified and postage prepaid, or when sent via overnight delivery, to the address set forth below or as otherwise provided by law:

**For the Company:**

Missouri Network Alliance, LLC  
Jack Coles, Director of OSP Engineering  
800 NW Chipman Road, Suite 5750  
Lee's Summit, MO 64063

**For the City:**

City of Columbia, Missouri  
City Manager  
701 East Broadway, 2<sup>nd</sup> Floor  
P.O. Box 6015  
Columbia, MO 65205-6015

**8.8 SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this permit is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this permit.

**8.9 ENTIRE AGREEMENT**

The Permit Agreement constitutes the entire agreement and understanding of the parties. Any amendments to the Permit Agreement must be in writing and executed by both parties. If, however, the City in the future by legislative action adopts a comprehensive right-of-way ordinance, the terms of that ordinance shall apply to and modify this Permit Agreement to the extent any provision of that comprehensive right-of-way ordinance shall conflict with this Permit Agreement.

**8.10 AGREEMENT FOR THE BENEFIT OF THE PARTIES**

This Permit Agreement is entered into for the benefit of the parties thereto. Nothing in this Permit Agreement shall be construed to be for the personal or private benefit of any third party.

**8.11 GOVERNING LAW**

This Permit Agreement shall be construed in accordance with the laws of Missouri.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties execute this Permit Agreement herein as of the date signed below.

**CITY OF COLUMBIA, MISSOURI**



By: \_\_\_\_\_  
John Glascock, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

STATE OF MISSOURI                    )  
  ) ss  
COUNTY OF BOONE                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me appeared John Glascock, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and he acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first written above.

\_\_\_\_\_  
Notary Public

My Commission expires:



COMPANY:

BLUE BIRD NETWORK  
(Insert Company Name)

By: Jack Coles  
Title DIRECTOR OSP ENG  
Date: 4-8-2021

ATTEST: (if corporation)

\_\_\_\_\_  
Secretary

STATE OF Missouri )  
 ) ss  
COUNTY OF Boone )

On this 8<sup>th</sup> day of April, 20 21 before me, a  
notary public of the State of Missouri appeared  
Jack Coles, the Director of Engineering OSP of said  
Bluebird Network and known to be to be the person who executed the  
within agreement on behalf of said corporation and acknowledged to me that he/she  
executed the same for the purposes therein stated.

Andrea Lang  
Notary Public

My Commission expires:

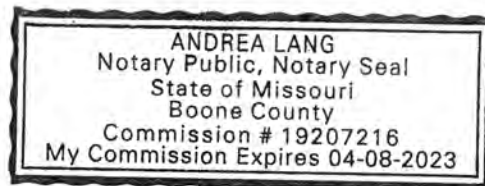


Exhibit A

Overall – Current Project Footage – 157,173' – 29,768 mi - Revised footage 159,335' – 30.177 mi – Total addition 2,202'

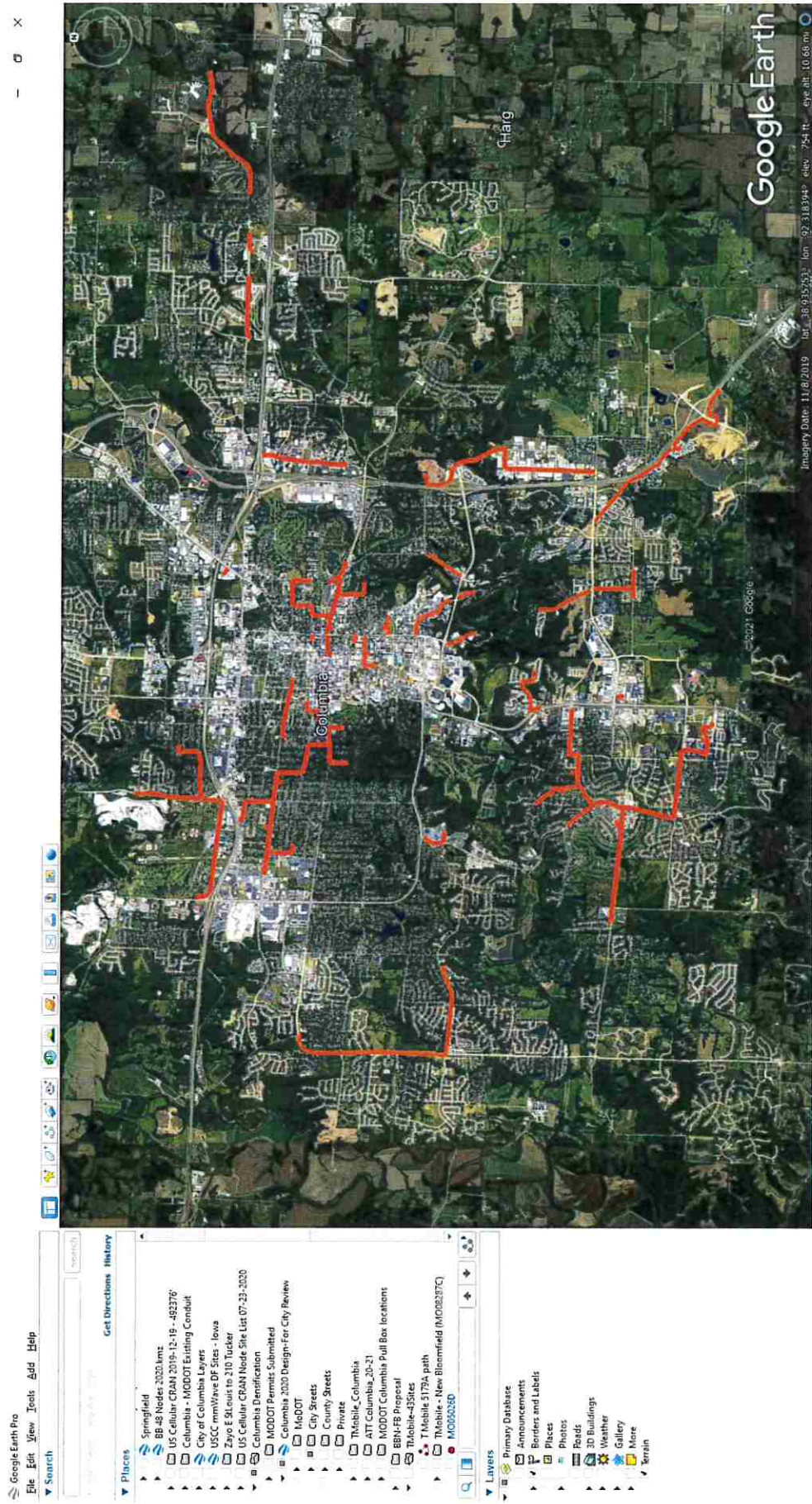




Exhibit A

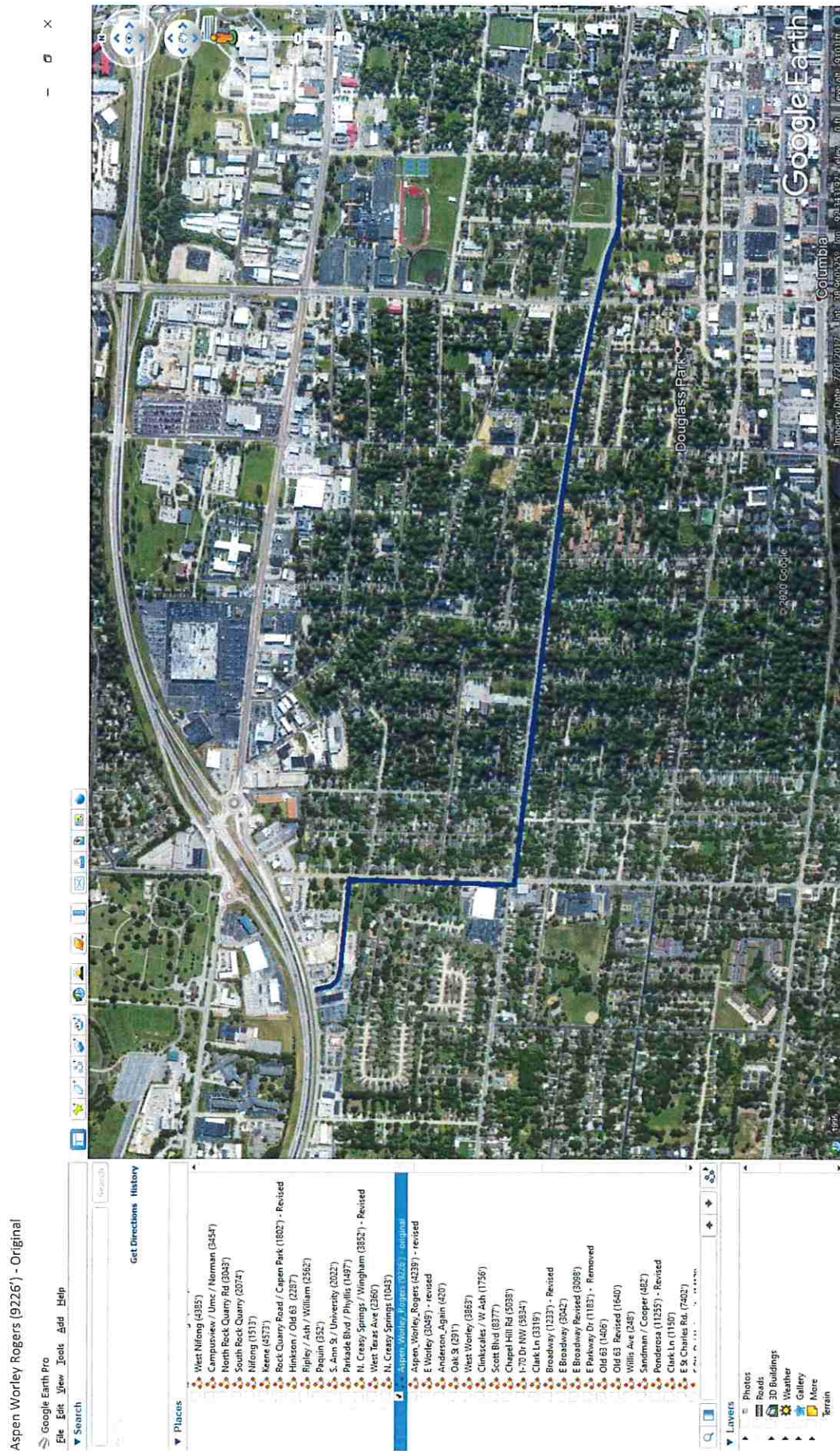




Exhibit A

Aspen Worley Rogers (4239' + 3049' = 7288') - Revised - Removes 1,938'

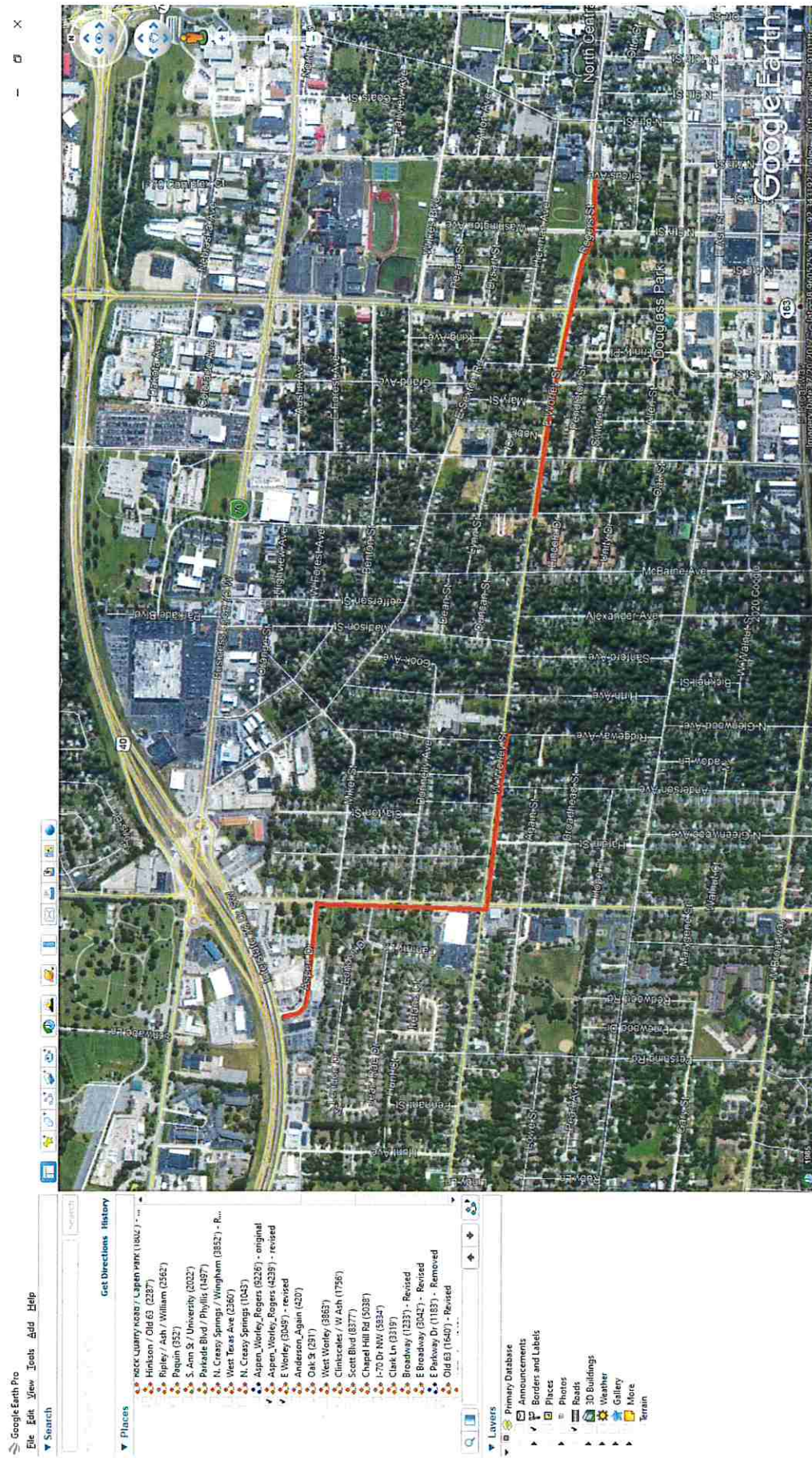




Exhibit A

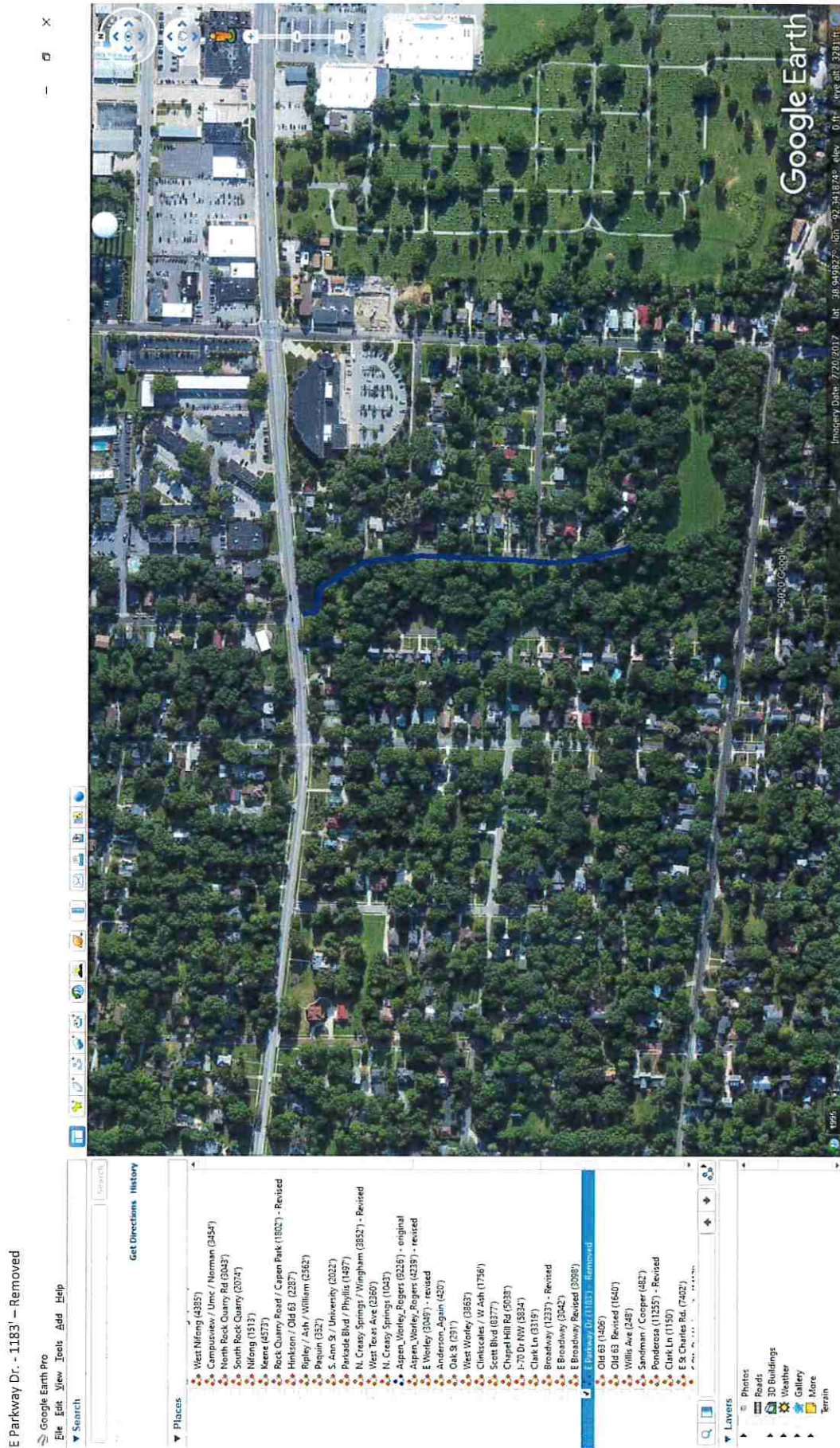




Exhibit A

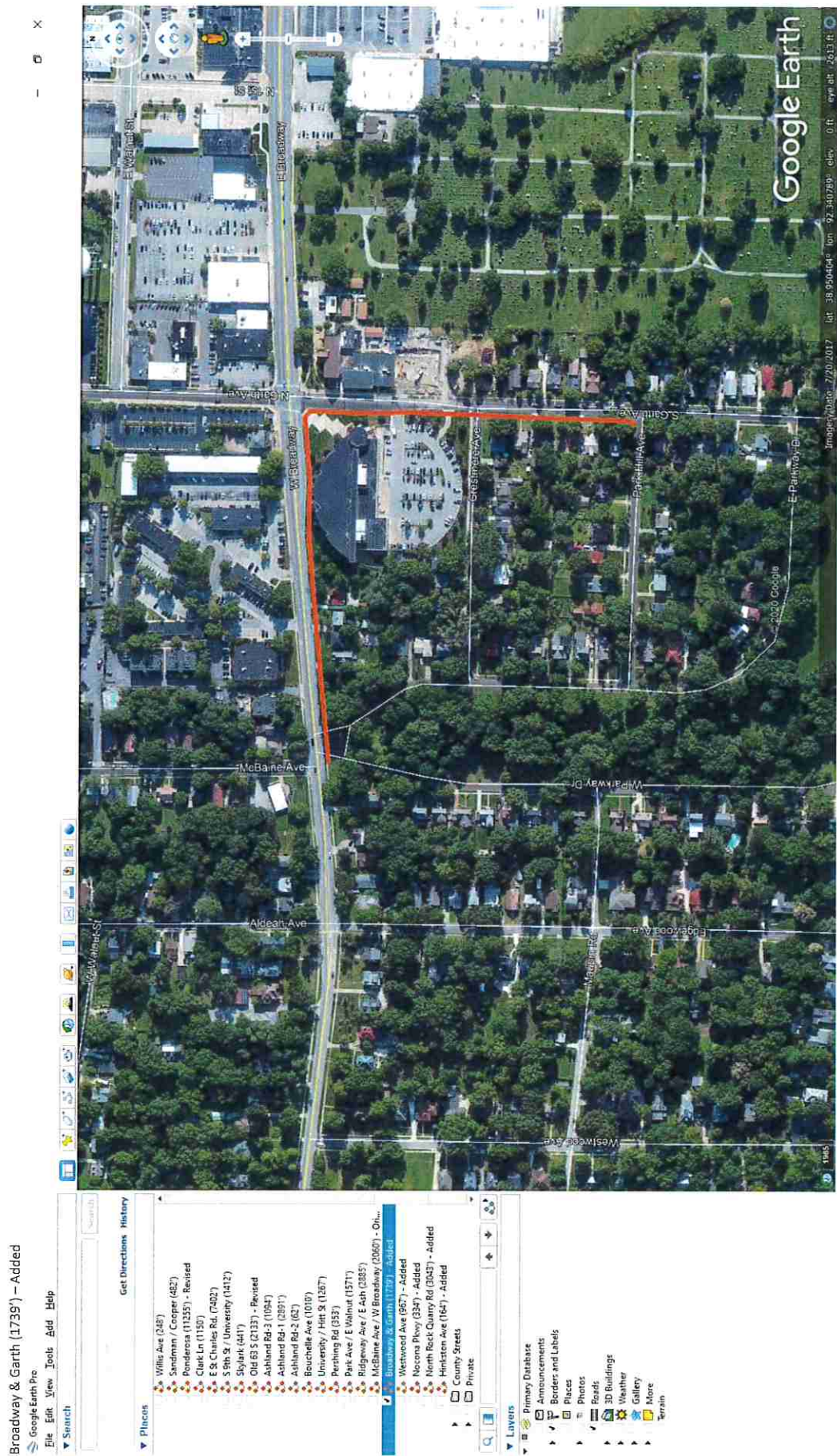




Exhibit A

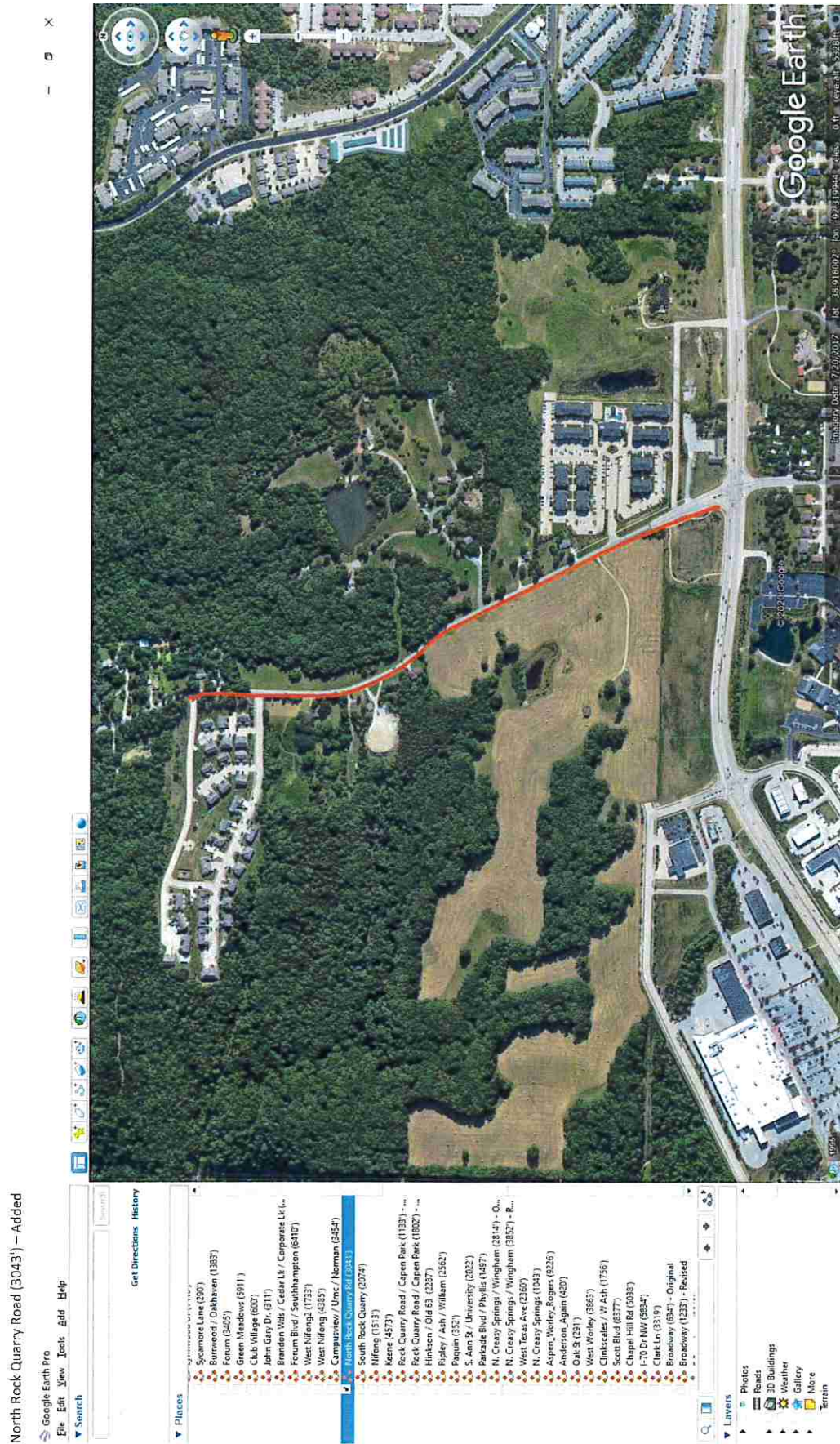




Exhibit A

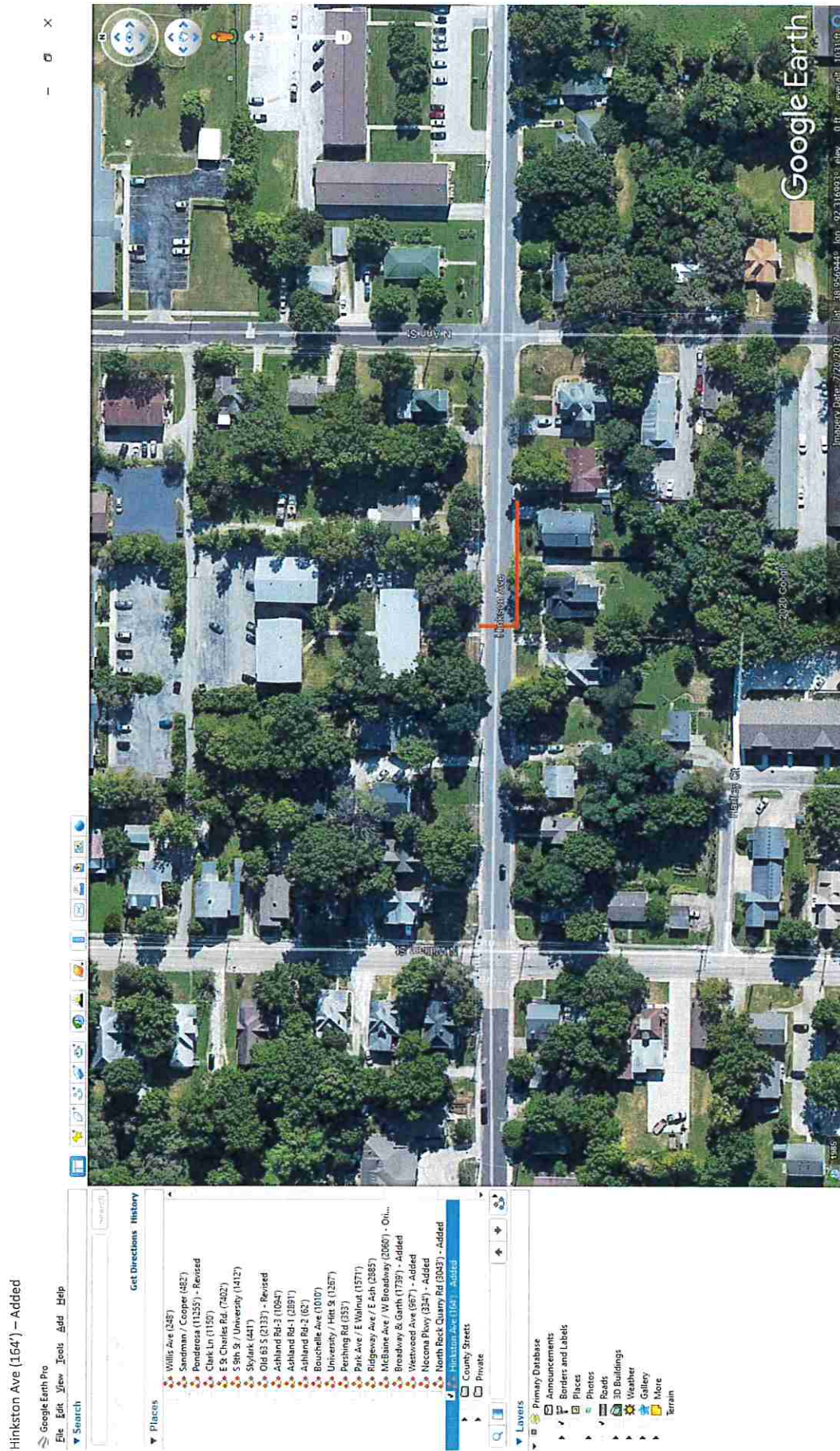




Exhibit A





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNITEL 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Joanne Mohn PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 434-7272 E-MAIL ADDRESS: jmohn@unitelinsurance.com
INSURED BlueBird Network, LLC, DBA: Missouri Network Alliance, LLC 2005 W. Broadway, Bldg A, Ste. 215 Columbia MO 65203	INSURER(S) AFFORDING COVERAGE INSURER A: National Farmers Union P & C NAIC # 16217 INSURER B: Travelers Casualty of America 28188 INSURER C: Cincinnati Insurance Co. 10677 INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 21-22 COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

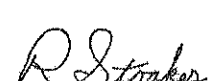
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1RU0859977	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1RU0859977	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			1CB0859978	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB-7K425585-20-15	02/28/2021	02/28/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella			EXS0549573	03/01/2021	03/01/2022	Each Occurrence \$14,000,000 Aggregate \$14,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Columbia, Missouri is included as an additional insured with respect to the general liability and auto liability insurance as it relates to right-of-way agreement. Umbrella policy provides following form additional insured coverage on General & Automobile policies.  
30 day notice of cancellation will be provided. 10 day notice of cancellation will be provided for cancellation due to non-payment.

## CERTIFICATE HOLDER

## CANCELLATION

City of Columbia, Missouri Purchasing 701 East Broadway, 5th Floor P.O. Box 6015 Columbia MO 65205-6015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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# **ATTACHMENT 3**

**From:** Turner, Joshua <jturner@wiley.law>

**Sent:** Thursday, April 8, 2021 3:56 PM

**To:** Nancy Thompson <Nancy.Thompson@como.gov>

**Cc:** Jorgen Schlemeier <jorgen@molobby.com>; Sue Schaefer <Sue.Schaefer@bluebirdnetwork.com>

**Subject:** RE: Bluebird Network

Dear Ms. Thompson,

---

We appreciate Columbia's commitment to broadband deployment and to encouraging robust 5G buildout. And we welcome the steps that the City has taken in that regard.

However, the fact remains that the City's substantial fees for ROW use have discouraged Bluebird over the years from deploying more fiber in the City. We are hopeful that this barrier can be eliminated if we can reach an agreement on a reasonable ROW fee methodology.

To your question about other jurisdictions, Bluebird is subject to a patchwork of ROW regulations and fee demands in other cities. We do not necessarily think any of these agreements would serve as a good model outside of those jurisdictions, nor would we concede that any of the fee provisions in the jurisdictions that impose them are permissible under federal law.

However, it is important to note that where these other jurisdictions impose ROW fees based on the per linear feet of Bluebird's network, the fees are subject to a cap. For example, while Cameron charges \$1.80 per mile per year (compared to \$1.91 in Columbia), Cameron caps its annual ROW fee at \$48,000. Similarly, Joplin charges \$1.92 per foot per year but caps that annual fee at \$96,000. Thus, the ROW fees charged by Columbia – which are not subject to a cap – are substantially higher than those we pay in any of the jurisdictions in question.

Moreover, because of our smaller footprint in Cameron and Joplin, Bluebird has not reached the cap amount in either jurisdiction; in fact, Bluebird pays substantially less than the cap in both jurisdictions. As a result, the \$74,838 in fees that we paid in Columbia last year (before our network expansion) was \$10,000 more than we paid in Joplin, the next highest of those cities, and nearly three times the amount we paid to Cameron (\$25,452). And it is important to note that the revenue derived from fiber networks does not scale linearly, meaning that each additional foot of fiber optic cable in the right of way does not necessarily result in additional revenue. Instead, revenue is often derived on a per node or per connection basis, meaning that whether it takes 250, 2,500, or 25,000 feet of fiber to reach a particular end point, the revenue is often the same. This makes it particularly difficult to build in a community that imposes an uncapped linear foot fee as Columbia proposes to do.

As you can see, the proposal we've suggested would still place Columbia at the top of the list when it comes to ROW compensation, though it would substantially reduce the barrier Bluebird currently faces from the uncapped fees that the City charges now.

Finally, on the subject of encouraging faster broadband deployment, there are other actions that the City can take in addition to reasonable ROW fees. We currently experience lengthy lead times for approval in Columbia for permits; indeed, we have a permit pending now that was submitted in late January and is scheduled for a second hearing in early May. A four-month delay in permitting is substantially longer than we experience in other cities, which can generally approve permits in a few days and do not require multiple council hearings, the way that Columbia does. We hope we can work with you to speed this process up, as well.

Please let me know if you have any additional questions, or if you would like to set up a time to discuss further.



Joshua S. Turner  
Attorney at Law  
[jturner@wiley.law](mailto:jturner@wiley.law)

Wiley Rein LLP • 1776 K Street NW • Washington, DC 20006  
o: 202.719.4807 • m: 703.989.8904  
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**From:** Nancy Thompson <Nancy.Thompson@como.gov>  
**Sent:** Thursday, April 1, 2021 7:16 PM  
**To:** Turner, Joshua <jturner@wiley.law>  
**Cc:** Jorgen Schlemeier <jorgen@molobby.com>  
**Subject:** Re: Bluebird Network

**External Email**

---

I am in receipt of your email. The City of Columbia wants to encourage the development of a robust fiber network and 5G deployment on a universal basis to all of its citizens. The City has been working cooperatively with Bluebird since 2012 to establish a reliable network within the city.

In order to evaluate your request, could you please provide additional information regarding the fees currently paid by Bluebird in the following Missouri cities:

Joplin,  
Cameron,  
St. Joseph,  
Maryville,  
Jefferson City, and  
Springfield.

If you would also provide copies of any agreements the company has entered into with these municipalities, it would be helpful in preparing an expedited response to your inquiry.

I look forward to working with you.  
n.

**Nancy Thompson**  
City Counselor  
City of Columbia Law Department

701 East Broadway  
PO Box 6015  
Columbia, Missouri 65205  
Office: (573) 874-7223  
Direct: (573) 874-7227  
[nancy.thompson@como.gov](mailto:nancy.thompson@como.gov)

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On Wed, Mar 24, 2021 at 7:20 PM Turner, Joshua <[jturner@wiley.law](mailto:jturner@wiley.law)> wrote:

Ms. Thompson,

I'm attaching correspondence regarding Bluebird Network and the City of Columbia's rights of way ordinance. Please feel free to reach out to me if you have any questions or would like to discuss.



Joshua S. Turner  
Attorney at Law  
[jturner@wiley.law](mailto:jturner@wiley.law)

Wiley Rein LLP • 1776 K Street NW • Washington, DC 20006  
o: 202.719.4807 • m: 703.989.8904  
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March 24, 2021

**VIA ELECTRONIC MAIL**

Nancy Thompson  
City Counselor  
City of Columbia  
701 E Broadway  
Columbia, Missouri, 65201

Re: Missouri Network Alliance, LLC d/b/a Bluebird Network

Dear Ms. Thompson,

Our law firm represents Missouri Network Alliance, LLC d/b/a Bluebird Network (“Bluebird”), which has asked that I follow up with you about the City of Columbia’s (“City” or “Columbia”) rights of way (“ROW”) ordinance and the fees demanded by Columbia for Bluebird’s use of the ROW. Bluebird remains concerned about Columbia’s decision to impose a \$1.91 per linear foot fee for access to the City’s ROW. This fee bears no relationship to the actual costs imposed on the City by Bluebird’s use of the ROW, and is fundamentally discriminatory because other, similarly situated entities pay under an entirely different fee structure based on gross revenues. In short, Columbia’s proposed ROW fee is unlawful, and Bluebird will have no choice but to seek appropriate relief if the parties cannot reach an alternative arrangement.

Bluebird has successfully challenged unlawful ROW fees that other Missouri municipalities have sought to impose. For example, in response to a petition filed by Bluebird, the Federal Communications Commission (“FCC”) issued the attached *Declaratory Ruling* finding that ROW fee arrangements imposed by Cameron, Maryville, and St. Joseph, Missouri violated federal law. The FCC emphasized that it “has long held that a state or local legal requirement that ‘materially inhibits or limits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment’ effectively prohibits the provision of telecommunications services, thereby contravening Congress’ intent to promote the deployment of lower cost, higher quality services to consumers by opening telecommunications markets to competition.” *Declaratory Ruling* at 1-2.

In that case, the ROW fees that the cities sought to impose on Bluebird would have effectively doubled the cost of ROW access. The FCC determined “that such a dramatic increase in costs for Bluebird’s use of the Network would impose a financial burden that effectively prohibits Bluebird from providing its services in violation of section 253(a) of the Telecommunications Act.” *Declaratory Ruling* at 2.

Columbia’s ROW fee will have a far greater financial impact on Bluebird than the fees at issue in the *Declaratory Ruling*. Bluebird annual ROW fees in Columbia were approximately \$80,000 at the beginning of 2020; with Bluebird’s network expansion to support customer growth in

Columbia, and under Columbia's ROW arrangement, Bluebird would owe the City approximately \$635,000 in ROW fees, an increase of nearly 800 percent. At that level, Bluebird's ROW fees in Columbia would swallow nearly 70 percent of Bluebird's gross revenue from the services it provides to customers in the City, far in excess of an amount that would permit Bluebird to continue providing service, let alone keep expanding its facilities.

While federal law permits local jurisdictions to recover "fair and reasonable compensation" for the use of the ROW, the FCC has made clear that, "to constitute fair and reasonable compensation under section 253(c), fees should be, at the very least, *related* to the actual use of rights of way." *Declaratory Ruling*, at 14, n. 106 (citation omitted, emphasis in original). The \$1.91 per linear foot per year charge vastly exceeds the type of permissible compensation that the FCC described in the *Declaratory Ruling*, which would cover activities like "coordination of construction schedules, determination of insurance, bonding and indemnity requirements, establishment and enforcement of building codes, and keeping track of the various systems using the rights-of-way to prevent interference between them." *Id.* at 13-14. In fact, Section 4.2 of the Right of Use Permit executed by Columbia makes plain that the City's costs for "permit related review and inspections" are covered by various building and construction fees that are separate and apart from the \$1.91 linear foot fee, and Section 4.5 obligates Bluebird at its own expense to "protect any and all existing surface or underground structures, fixtures, drainage facilities, sewers, conduits or pipes belonging to the City or any utility previously located within the rights-of-way during construction or maintenance" of its system, and to "repair or restore[]" any City- or third-party-owned "rights-of-way, streets, roads, surface or underground structures, fixtures, drainage facilities, sewers, utility line facilities, conduits or pipes disturbed or damaged by the Company's work, either during initial construction or future maintenance replacement or relocation of the Company's fiber optic lines or any conduit or system."<sup>1</sup> Section 5.7 expressly refers to the ROW fee as "annual rent," leaving no doubt that it is not intended to be compensatory of the City's costs.

The FCC also noted that federal law requires any compensation for ROW use to be "levied in a way that is 'competitively neutral,'" and found that discriminatory application of the cities' compensation requirements was a further basis for holding that these requirements are not permissible under the federal Communications Act. Columbia's ROW fee suffers from the same defect, in that it applies to some ROW users (such as Bluebird), while other ROW users are assessed entirely different, gross revenue-based fees (which are equally unrelated to actual ROW use).

In an October 23, 2020 letter, Bluebird proposed an alternative ROW fee structure in order to facilitate the company's ability to continue deploying its facilities in the City while permitting the City to receive an increased annual ROW fee above the amounts that were due under prior agreements between the City and Bluebird. Bluebird remains committed to working with Columbia to devise an approach that is workable for both parties.

However, time is of the essence. If the parties cannot reach an agreement and the City seeks to impose its proposed ROW fees, Bluebird will be forced to seek appropriate relief from the FCC.

<sup>1</sup> Various other provisions are intended to insulate Columbia from any other costs that may be imposed by Bluebird's presence in the ROW, including Sections 6 (covering insurance requirements), 7.1 (requiring Bluebird repair any City utilities damaged by Bluebird), 7.4 (requiring that Bluebird bear the costs for repairing any of its own facilities damaged by Columbia's utility work in the ROW), and 7.5 (indemnifying Columbia for various claims caused by Bluebird and its employees, agents or contractors).



We would appreciate an indication of whether such an agreement is possible by April 1, 2021; please let us know by then whether you are interested in trying to come to this kind of resolution.

In Bluebird's view, the matter at issue here can and should still be resolved amicably and expeditiously without FCC intervention. Bluebird's proposed ROW fee structure is intended to provide a win-win outcome, in which Bluebird would be permitted to bring new communications services to Columbia and the City would be ensured of no less than \$100,000 in ROW fees. Bluebird understands the importance of ROW fees to the City and looks forward to finding a resolution that is fair to both parties.

We look forward to hearing from you soon.

Best regards,

*/s/ Joshua Turner*

Joshua S. Turner

cc. Hon. Brian Treece, Mayor

# **ATTACHMENT 4**

October 23, 2020

Dear Mayor Treece:

Bluebird appreciates being given time to address our permit applications at the City Council meeting on October 19, 2020. We also thank the Council for approving those permits, which will allow Bluebird to begin building fiber to new locations in the City that will support both enterprise customers and 5G wireless technologies.

However, as Bluebird has mentioned previously, the right-of-way (ROW) fees that Bluebird must pay under the City of Columbia's ordinance are an obstacle to the company's ability to deploy its facilities in the City. Under the current per linear foot methodology, Bluebird will be paying ROU fees that are excessive as compared to the company's expected actual revenues for services provided in Columbia, making it uneconomic for Bluebird to compete.


Bluebird understands that the City incurs costs in maintaining the public rights-of way and is willing to work with the city to come up with an approach that is workable for both Columbia and Bluebird. Instead of the per linear foot model, Bluebird proposes to pay ROW fees in an amount equal to three percent (3%) of Bluebird's gross annual revenues from originating and terminating transport and dark fiber services provided in Columbia or one hundred thousand dollars (\$100,000.00), whichever is greater. The \$100,000 amount is approximately \$20,000 more in ROW fees that Bluebird historically has paid to the City, which ensures that the City will not receive less in ROW fees than Bluebird is currently paying. It also would ensure that, to the extent Bluebird enjoys increased sales of transport and dark fiber services in Columbia, the City would benefit accordingly.

In Bluebird's view, this approach is a win-win. It would allow Bluebird to bring new communications services to Columbia and would permit the City to receive increased annual ROW fees, while ensuring that City's receipt of ROW fees from Bluebird would not be less than \$100,000.

It also would avoid a potential scenario under which the City could only recover ROW fees from Bluebird that are commensurate with the City's ROW costs, which are unlikely to be anywhere close to \$100,000. As you know, Bluebird has filed a petition with the Federal Communications Commission requesting preemption of the ordinances of several Missouri cities that seek to recover duplicative, non-cost-based ROW fees. And, various lawsuits have been filed against other cities that attempt to use ROW fees as revenue-generating schemes, including, for example, a complaint recently filed in federal court in New York challenging the City of Rochester's ROW fees. A ROW agreement between Bluebird and the City consistent with the approach outlined above would avoid these litigation risks.

Bluebird has retained legal counsel who specializes in ROW fees and who is available to discuss Bluebird's proposed approach with you and the City's attorneys. Bluebird understands the importance of ROW fees to the City and looks forward to finding a ROW fee resolution that is fair to both parties.

Thank you for your time, and I look forward to hearing from you soon.

DocuSigned by:  
  
F7C3FA61C55A4AF...  
Sue Schaefer

# **ATTACHMENT 5**

---

**From:** Sue Schaefer <Sue.Schaefer@bluebirdnetwork.com>  
**Sent:** Monday, February 3, 2020 12:53 PM  
**To:** 'Steve Van Matre'  
**Subject:** RE: Bluebird Services in Columbia

Thanks Steve. I would think they have gross receipts based agreement as well, which may be closer to what we would be providing.

I appreciate you gathering the information.

Sue Schaefer, Director, Business Development  
Bluebird Network LLC | 800 NW Chipman Road, Suite 5750, Lee's Summit, MO 64063  
Office: 816.237.2119 | Cell: 913.461.5198 | Fax: 816.361.8848 | [Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)



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**From:** Steve Van Matre <Steve.VanMatre@como.gov>  
**Sent:** Monday, February 3, 2020 11:48 AM  
**To:** Sue Schaefer <Sue.Schaefer@bluebirdnetwork.com>  
**Subject:** Re: Bluebird Services in Columbia

ok I know we have a separate agreement with Socket for each pole attachment they need which wouldnt apply to you. So basically any franchise agreement requires public approval by a vote. Absent a franchise agreement access to the right of way is by right of use permit and charges are by the linear foot for the fiber. In the event you are providing a service to the City of Columbia you would change over to the 5% of gross receipts free and that is set up through the finance department with forms that are filed by the company as the fees are paid.I am still checking but I believe our only agreement with Socket is the pole attachment agreement.

On Mon, Feb 3, 2020 at 11:40 AM Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)> wrote:

Steve,

Our fiber network would all be buried.

Sue Schaefer, Director, Business Development

Bluebird Network LLC | 800 NW Chipman Road, Suite 5750, Lee's Summit, MO 64063

Office: 816.237.2119 | Cell: 913.461.5198 | Fax: 816.361.8848 | [Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)



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**From:** Steve Van Matre <[Steve.VanMatre@como.gov](mailto:Steve.VanMatre@como.gov)>  
**Sent:** Monday, February 3, 2020 10:50 AM  
**To:** Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)>  
**Subject:** Re: Bluebird Services in Columbia

Sue, Would you need to attach to City owned poles or is all your system underground?

On Mon, Feb 3, 2020 at 10:02 AM Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)> wrote:

Thank you Steve

Sue Schaefer, Director, Business Development

Bluebird Network LLC | 800 NW Chipman Road, Suite 5750, Lee's Summit, MO 64063

Office: 816.237.2119 | Cell: 913.461.5198 | Fax: 816.361.8848 | [Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)



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**From:** Steve Van Matre <[Steve.VanMatre@como.gov](mailto:Steve.VanMatre@como.gov)>  
**Sent:** Monday, February 3, 2020 9:58 AM  
**To:** Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)>  
**Subject:** Re: Bluebird Services in Columbia

Sue, Tad is out of the office this week but I will try to track down a copy of the Socket agreement

On Fri, Jan 31, 2020 at 3:53 PM Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)> wrote:

Steve and Tad,

Thank you for your time the other. I did get with my CEO, and perhaps the simplest way to relay what Bluebird is considering for services in Columbia is that Bluebird is looking at service similar to what Socket does in Columbia, excluding the residential portion. If you would send me the applicable Socket agreement(s), which covers ROW and gross receipts, I could easily see how potential new Bluebird services would be impacted.

Let me know if there is anything further you need from me in order to see the Socket agreements with the City of Columbia.

Thank you,

Sue Schaefer, Director, Business Development

Bluebird Network LLC | 800 NW Chipman Road, Suite 5750, Lee's Summit, MO 64063

Office: 816.237.2119 | Cell: 913.461.5198 | Fax: 816.361.8848 | [Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)



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# **ATTACHMENT 6**

**From:** Sue Schaefer  
**Sent:** Wednesday, April 22, 2020 3:42 PM  
**To:** Steve Van Matre <Steve.VanMatre@como.gov>  
**Subject:** RE: City of Columbia ROW for Bluebird Network

Thank you, Steve. Is there a Council Member, or perhaps the City Manager, who you would suggest I contact? Perhaps someone who focuses more on ROU and broadband development in the city?

Thanks

Sue Schaefer, Director, Business Development  
Bluebird Network LLC | 800 NW Chipman Road, Suite 5750, Lee's Summit, MO 64063  
Office: 816.237.2119 | Cell: 913.461.5198 | Fax: 816.361.8848 | [Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)



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**From:** Steve Van Matre <[Steve.VanMatre@como.gov](mailto:Steve.VanMatre@como.gov)>  
**Sent:** Wednesday, April 22, 2020 3:28 PM  
**To:** Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)>  
**Subject:** Re: City of Columbia ROW for Bluebird Network

Sue, I did in fact forward your last message to my supervisor who was going to discuss with the City Manager.. I have not heard any response yet. You are certainly free to reach out to any of the council members regarding this matter.

On Wed, Apr 22, 2020 at 2:58 PM Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)> wrote:

Steve,

Have you had a chance to forward the Bluebird request for ROU alternatives or new Ordinance support (e.g. ROU cap)? Is there someone I may talk with to forward the discussion process? Bluebird has a lot of ROU required and we need to make sure we are progressing with this.

Thank, and I look forward to hearing from you soon.

Sue Schaefer, Director, Business Development

Bluebird Network LLC | 800 NW Chipman Road, Suite 5750, Lee's Summit, MO 64063

Office: 816.237.2119 | Cell: 913.461.5198 | Fax: 816.361.8848 | [Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)



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**From:** Sue Schaefer  
**Sent:** Friday, April 17, 2020 1:26 PM  
**To:** Steve Van Matre <[Steve.VanMatre@como.gov](mailto:Steve.VanMatre@como.gov)>  
**Cc:** Michael Morey <[Michael.Morey@bluebirdnetwork.com](mailto:Michael.Morey@bluebirdnetwork.com)>  
**Subject:** RE: City of Columbia ROW for Bluebird Network

Thank you Steve. Please do forward to the appropriate folks. We are available to have a conversation to discuss options.

Let me know what you need from Bluebird to proceed.

Thanks

Sue Schaefer, Director, Business Development

Bluebird Network LLC | 800 NW Chipman Road, Suite 5750, Lee's Summit, MO 64063

Office: 816.237.2119 | Cell: 913.461.5198 | Fax: 816.361.8848 | [Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)



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**From:** Steve Van Matre <[Steve.VanMatre@como.gov](mailto:Steve.VanMatre@como.gov)>  
**Sent:** Friday, April 17, 2020 1:18 PM  
**To:** Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)>  
**Subject:** Re: City of Columbia ROW for Bluebird Network

Sue, I understand your concerns. Neither Vineet nor I have the authority to deviate from the ordinance. I will be happy to forward your concerns up the chain to those who have such authority to discuss alternatives.

On Fri, Apr 17, 2020 at 12:00 PM Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)> wrote:

Steve,

Thanks again for your time in responding to my questions about the ROU fees that would apply to Bluebird's planned fiber build in Columbia. We recognize that the City has its hands full with the COVID 19 pandemic and understand that public safety is a priority.

That said, the fiber that Bluebird intends to deploy in Columbia is expected to support the next generation of mobile services, including those provided to first responders. Unfortunately, Bluebird's deployment is threatened by the City of Columbia's \$1.91/year per linear foot ROU fee. With a proposed fiber build of approximately 50-60 miles, Bluebird will face new ROU fees in excess of \$600,000 annually once the project is complete – fees that would make the project cost prohibitive.

Equally concerning is that, to Bluebird's knowledge, none of its competitors is subject to this similar linear foot ROU fee. As a result, the City's ROU ordinance places Bluebird at a significant competitive disadvantage.

As you may be aware, the Federal Communications Commission ("FCC") is currently considering whether to preempt the ROU ordinances of several other cities in Missouri, including the cities of Cameron, St. Joseph, and Maryville. *See Petition of Missouri Network Alliance, LLC d/b/a Bluebird Network and Uniti Leasing MW LLC for Preemption and Declaratory Ruling Pursuant to Section 253(d) of the Communications Act of 1934, Docket No. 20-46.* Preemption is being sought because, in Bluebird's view and the view of most commenters, ROU fees in excess of a municipality's reasonable costs run afoul of federal law, which also prohibits a municipality from imposing ROU fees on new entrants such as Bluebird when incumbent providers are not subject to such fees.

Bluebird values its relationship with the City of Columbia and is hopeful that a workable solution can be found to address the current situation, which is untenable for Bluebird. One option is for Columbia to adopt a cap on per linear foot ROU fees, as other cities have done. Alternatively, Bluebird should be permitted to pay ROU fees under the same methodology applicable to its competitors, whether based on gross receipts or a per utility pole charge.

We look forward to continued discussions in an effort to resolve this matter. In the meantime, I would appreciate your providing copies of any franchise or ROU agreements with the City of Columbia under which service providers pay the same per linear foot ROU fee that the City seeks to impose upon Bluebird.

Thank you,

Sue Schaefer, Director, Business Development

Bluebird Network LLC | 800 NW Chipman Road, Suite 5750, Lee's Summit, MO 64063

Office: 816.237.2119 | Cell: 913.461.5198 | Fax: 816.361.8848 | [Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)



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## Bluebird Petition for Declaratory Ruling

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---

**From:** Sue Schaefer

**Sent:** Tuesday, April 14, 2020 9:42 AM

**To:** Steve Van Matre <[Steve.VanMatre@como.gov](mailto:Steve.VanMatre@como.gov)>; Vineet Kapila <[vineet.kapila@como.gov](mailto:vineet.kapila@como.gov)>

**Subject:** RE: City of Columbia ROW for Bluebird Network

Steve,

I appreciate your quick response. I would like to talk with you on these options in person. Is there a time we could discuss?

Thanks

Sue Schaefer, Director, Business Development

Bluebird Network LLC | 800 NW Chipman Road, Suite 5750, Lee's Summit, MO 64063

Office: 816.237.2119 | Cell: 913.461.5198 | Fax: 816.361.8848 | [Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)



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## Bluebird Petition for Declaratory Ruling

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**From:** Steve Van Matre <[Steve.VanMatre@como.gov](mailto:Steve.VanMatre@como.gov)>

**Sent:** Tuesday, April 14, 2020 9:40 AM

**To:** Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)>; Vineet Kapila <[vineet.kapila@como.gov](mailto:vineet.kapila@como.gov)>

**Subject:** Re: City of Columbia ROW for Bluebird Network

Sue, I believe I mentioned previously we no longer have franchise agreements. Our ordinance for use of ROW falls into one of two fee schedules. The linear foot fee or the gross receipts fee. Vineet and I do not have authority to use any other method. If Bluebird is putting in lines in the ROW to be leased to ATT that would be under the linear foot fee.

On Mon, Apr 13, 2020 at 4:14 PM Sue Schaefer <[Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)> wrote:

Steve,

Missouri Network Alliance dba Bluebird Network is planning on building a large amount of fiber within Columbia, including required ROW from the city. You, Tad and I chatted about this back in February; Bluebird has more details on its plans now and we need to get the permits started. With this in mind, and due to the large amount of linear foot requirements, I would like to talk with you about the ROW agreements. Jamie Scott (with Bluebird) has been working with Vineet on some of these details.

Please give me a call at your earlier convenience.

Thank you and stay safe.



Sue Schaefer, Director, Business Development

Bluebird Network LLC | 800 NW Chipman Road, Suite 5750, Lee's Summit, MO 64063

Office: 816.237.2119 | Cell: 913.461.5198 | Fax: 816.361.8848 | [Sue.Schaefer@bluebirdnetwork.com](mailto:Sue.Schaefer@bluebirdnetwork.com)

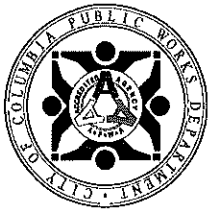


**CONFIDENTIALITY NOTICE:** This e-mail and any attachments are confidential and are for the intended recipient(s) only. If you are not the intended recipient or otherwise believe you have received this message in error, please notify the sender and immediately delete this message from your computer. Any disclosure, copying, or use of this information is strictly prohibited and may subject you to legal liability.

**IMPORTANT:** Delivery of this message and any attachments is not intended to constitute formation of a contract binding Missouri Network Alliance, LLC dba Bluebird Network. Bluebird Network will be contractually bound only upon written execution, by an authorized officer, of a contract including agreed upon terms and conditions.



# **ATTACHMENT 7**



## CITY OF COLUMBIA, MISSOURI

PUBLIC WORKS DEPARTMENT

July 14, 2020

Jack Coles, Director of OSP Engineering  
Bluebird Network, LLC  
800 NW Chipman Road, Suite 5750  
Lee's Summit, MO 64063

RE: Columbia, Missouri

*Right of Use Permit for Fiber Optic Cable with Bluebird Network, LLC*

Enclosed for your file is an executed copy of the *Right of Use Permit* to install a fiber optic telecommunications cable within City of Columbia rights-of-way. Also enclosed is a copy of City Ordinance No.024278 approving execution of the *Right of Use Permit*. As per section 3.1 of the agreement, **please send a check in the amount of \$500.00 made payable to the City of Columbia** and mail to my attention at the following address. The balance for year 1 of the contract will be due upon completion of the construction or within nine months of the permit execution date.

City of Columbia  
Attn: Mindy Barnes  
Assistant to the Public Works Director  
Public Works Department  
P. O. Box 6015  
Columbia, MO 65205

If you have any questions, please feel free to contact me at Ph# (573) 874-7253.

DEPARTMENT OF PUBLIC WORKS

Mindy Barnes  
Assistant to the Public Works Director

Enclosures

c: Vineet Kapila, Building & Site Development



**RIGHT OF USE PERMIT  
FIBER OPTIC CABLE**

**THIS RIGHT OF USE PERMIT** ("Permit Agreement") is made effective as of the date that this Permit Agreement is last signed by both parties by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Missouri Network Alliance, LLC dba Bluebird Network (hereinafter "Company").

WHEREAS, Company is in the business of constructing, owning, operating and maintaining fiber optic telecommunications facilities; and

WHEREAS, Company desires to construct, own, operate and maintain interexchange and non-switched local exchange telecommunications facilities for its own profit through the City of Columbia, Missouri by locating a fiber optic line within street rights-of-way through residential, commercial and industrial zones; and

WHEREAS, City acquires, owns and maintains public street rights-of-way as an asset and is authorized by law to manage the public rights-of-way; and

WHEREAS, Company understands and agrees that public street rights-of-ways cost millions of dollars to acquire and annually maintain and improve and are a unique and physically limited resource requiring proper management and control to minimize the expense of the use of such rights-of-way and to insure the public welfare; and

WHEREAS, the public street rights-of-way which Company proposes to use is currently already occupied by electric and local telephone poles and lines, underground water, sewer, storm drainage and natural gas lines, all of which provide a benefit to the public and require routine maintenance necessitating access to and use of the rights-of-way.

NOW, THEREFORE, the parties agree as follows:

1. **ROUTE:**

Company is granted a right to occupy and use the public street rights-of-way of the City for a subterranean fiber optic telecommunications cable and no other purpose along the following alignment:

58 Route Segments listed here and defined on "Exhibit A"

Overall – 143,745' – 27.224 mi;

Dogwood – 302'; Veterans – Forum Katy – 1755'; Lemone Industrial – 11379'; E Ash – 411'; Cross Kentucky - 67'; Lynnwood Dr (1410'); Sycamore Lane (290'); Burrwood / Oakhaven (1383'); Forum (3405'); Green Meadows (5911'); Club Village (600'); John Gary Dr. (311'); Brandon Wds / Cedar Lk / Corporate Lk (3614'); Forum Blvd / Southampton (6410'); West Nifong2 (1733'); West Nifong (4385'); Campusview / Umc / Norman (3454'); South Rock Quarry (2074'); Nifong (1513'); Keene (4573'); Rock

Quarry Road / Capen Park (1133'); Hinkson / Old 63 (2287'); Ripley / Ash / William (2562'); Paquin (352'); S. Ann St / University (2022'); Parkade Blvd / Phyllis (1497'); N. Creasy Springs / Wingham (2814'); West Texas Ave (2360'); N. Creasy Springs (1043'); Aspen\_Worley\_Rogers (9226'); Oak St (291'); West Worley (3863'); Clinkscales / W Ash (1756'); Scott Blvd (8377'); Chapel Hill Rd (5038'); I-70 Dr NW (5834'); Clark Ln (3319'); Broadway (634'); E Broadway (3042'); Old 63 (1406'); Willis Ave (248'); Sandman / Cooper (482'); Ponderosa (2632'); Clark Ln (1150'); E St Charles Rd. (7402'); S 9th St / University (1412'); Skylark (441'); Old 63 S (1766'); Ashland Rd-3 (1094'); Ashland Rd-1 (2891'); Ashland Rd-2 (62'); Bouchelle Ave (1010'); University / Hitt St (1267'); Pershing Rd (353'); Park Ave / E Walnut (1571'); E Parkway Dr (1183'); Ridgeway Ave / E Ash (2885'); McBaine Ave / W Broadway (2060')

#### 1.1 LIMITATION OF RIGHTS GRANTED

The right to use City street rights-of-way shall not be construed to create or vest in the Company any easement or ownership or property rights in the rights-of-way and is nonexclusive. The City reserves all rights to grant to other persons similar rights, privileges and authority as set out herein. The City may exercise its rights at any time during this permit. In accepting this permit, the Company understands and agrees that any rights granted herein are subject to the police powers of the City and the Company shall comply with all applicable City ordinances.

#### 2. TERM

The term of this permit shall be for ten years from the date of the execution of this Permit Agreement. The permit shall automatically renew for one additional five year period unless it is terminated by one party giving the other notice of its intent to terminate in writing at least six months prior to the expiration of the current term.

#### 2.1 TERMINATION

The Company may terminate the Permit Agreement at any time upon ninety days written notice to the City. The City may terminate the permit upon six months written notice to Company that the Company is in violation or default of the terms of the permit and Company fails or refuses to cure the violation or default within thirty days of the notice. If, after termination of this permit, the Company fails to remove its equipment, facilities or system from the rights-of-way within sixty days, it shall be deemed abandoned by the Company and shall become City property.

#### 3. LINEAR FOOT FEE

For its use of the street rights-of-way within the City, the Company shall pay the City \$1.91 per linear foot annually. The linear distance in feet shall be determined by the length of the corridor occupied by the Company as measured by the City. That distance shall be measured by the City from the Company's plans as the Company or its subcontractors build, lay, drill, or route fiber optic lines or

conduits through the City. The Company shall pay the linear foot fee to the City for all conduit or line in the City rights-of-way during the term of this Permit Agreement regardless of whether the fiber optic lines or conduits are actually used or connected to the Company's system. The City shall notify the Company of the amount due in writing thirty days prior to the date of payment. At any point in the future, should the Company enter into a franchise agreement with the City and/or be required to pay business license taxes based upon gross receipts, the Company shall be entitled to a credit for any amount paid as business license taxes or gross receipts taxes.

3.1. TIME OF PAYMENT

For linear foot fees during the first year of the permit, the Company shall pay the City \$500.00 upon the execution of the Permit Agreement by the City and the remainder shall be due upon completion of the Company's construction through the City or within nine months of the date of the execution of permit by the City. Thereafter, the company shall pay the linear foot fees annually within thirty days written notice by the City. Gross receipts taxes are to be calculated monthly and due within thirty days after the last day of each month.

3.2 LINEAR FOOT FEE INCREASE UPON PERMIT RENEWAL

Upon the renewal of the permit term for an additional five years, the linear foot fee due the City from the Company shall increase by 7.5%.

3.3 NO ACCORD AND SATISFACTION

All payments due under this permit shall be paid in full by the date due. Acceptance by the City of any amounts tendered shall not be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance be construed as a release of any claim the City may have for additional sums payable under the permit or any other provision of the City's ordinances.

4. CONDITIONS OF CONSTRUCTION IN THE RIGHT-OF-WAY

The Company agrees that its system shall be designed in accordance with standardized good engineering practices and shall conform when applicable with the National Electric Safety Code and all other applicable federal, state and local laws or regulations. The construction of the systems shall be completed in a workmanlike manner and shall be subject at all times to inspection by the City.

4.1 PLANS

Prior to beginning any drilling, trenching, construction or installation work of any kind within the City rights-of-way, the Company shall provide the City Community Development, Public Works and Water and Light Departments with detailed route maps and engineering or construction plans. No work shall begin until the plans are approved and the work is scheduled with the Community Development Department, Building and Site Development Division. All work shall be done in



substantial conformity with the plans as approved and shall at all times comply with applicable ordinances and building codes.

**4.2 BUILDING PERMITS AND COSTS**

No work shall be performed until all required building or construction permits are obtained and the required fees paid. Actual permit fees may not be assessed at the time the permits are taken out. If such is the case, the Company shall agree to pay the required permit fees after assessment and within thirty days written notice by the City.

The Company shall be solely responsible for all costs associated with the construction within the rights-of-way including the cost of all City permits required for such construction. The parties understand and agree that the various City permits are intended to reimburse the City's costs in undertaking permit related review and inspections.

**4.3 UTILITY LOCATES**

No excavation, drilling or trenching shall occur within the rights-of-way until utility locates for all utilities have been performed. The Company shall request locates at least 72 hours in advance of all underground work.

**4.4 OBSTRUCTION OF THE RIGHT-OF-WAY**

The Company shall not obstruct or block any City street, road, alley or rights-of-way during the construction without first obtaining permission from the City.

**4.5 PROTECTION OF STRUCTURES, REPAIR OF THE RIGHT-OF-WAY**

The Company shall, at its own cost or expense, protect any and all existing surface or underground structures, fixtures, drainage facilities, sewers, conduits or pipes belonging to the City or any utility previously located within the rights-of-way during construction or maintenance of the Company's system, conduit or fiber optic lines.

Any rights-of-way, streets, roads, surface or underground structures, fixtures, drainage facilities, sewers, utility line facilities, conduits or pipes disturbed or damaged by the Company's work, either during initial construction or future maintenance replacement or relocation of the Company's fiber optic lines or any conduit or system, shall be promptly repaired or restored to the City's standards or the standards of the utility owning the disturbed or damaged facilities at the Company's expense. All right-of-way restoration work shall be guaranteed by the Company for a period for four (4) years.

**4.6 SAFETY**

The Company shall, at its own expense, take all necessary steps to mark its vehicles and equipment so as to prevent accidents in the rights-of-way. Work sites shall be protected by safety cones, barriers, fences, safety lights or other suitable devices. Employees and subcontractors shall wear appropriate safety

equipment. No holes, trenches or excavations shall be left unprotected or open to the public. The Company and its contractors shall observe all applicable and appropriate safety codes or regulations.

4.7 DISTANCE FROM GAS, WATER AND SEWER LINES

No fiber optic lines, conduits, or facilities shall be located closer than two feet clear in any direction from any natural gas, water, sanitary sewer or storm sewer line, conduit, pipeline or structure.

4.8 AS BUILT DIAGRAMS

Upon the end of work on the Company's fiber optic line or conduit within the City, the Company shall deliver to the Public Works and Water and Light Departments as built diagrams, drawings or maps of Company's fiber optic lines or conduits locating such lines or conduits in plan and profile views with accurate dimension.

5. CONDITIONS OF CONTINUING USE AND OCCUPANCY

During the term of this permit and any renewal thereof, the Company shall, at its own expense, maintain its lines, conduits and system in a safe condition and so as not to interfere with any other utility or facility in the rights-of-way.

5.1 STREET CUTS

The permit does not grant the Company or any of its employees or contractors the right to cut, break, excavate or damage the streets, sidewalks or railroad of the City without the written consent of the City. The Company shall give the City such notice of the need to make cuts, breaks or excavations in the streets or sidewalks as it requires of any person desiring to do such work, and obtain permits and permission to do such work as required by City Code or regulation. All streets, sidewalks or rights-of-way in any way disturbed by the Company shall be replaced or restored to City Standards.

5.2 EMERGENCY WORK

In the event the Company must make emergency repairs to its lines, the Company shall, as soon as possible, but in not case later than 72 hours, obtain the required permissions or permits as set out herein. All cuts, breaks, and excavations in City streets, sidewalks, or rights-of-way shall be protected by safety cones, fences or barriers adequate to prevent injury to the public.

5.3 RIGHT-OF-WAY SUBLEASE

Nothing in this Permit Agreement shall be construed to give the Company the right to sublease or subdivide its right to use the City's rights-of-way and Company shall have no authority or power to do so or to use the rights-of-way for any purpose other than the operation and maintenance of fiber optic lines, conduits or systems. This section shall not be construed so as to prohibit the Company from leasing or subleasing service over its lines within the City's rights-of-way.

5.4 EMINENT DOMAIN

In the event the City, through its City Council, determines that it is necessary to take Company's property or property interests in this permit for a public purpose, it may acquire that property through eminent domain.

5.5 CITY'S EMERGENCY AUTHORITY

The City may at any time, in case of disaster or other emergency, as determined by the City Manager, or the City Manager's designee in their discretion, excavate, cut or move any of Company's wires, fiber optic lines or facilities without liability to the Company. The City shall give as much notice of such emergency to the Company as it reasonably can under the circumstances of the emergency.

5.6 NEW LINES

If during the term of this permit, Company desires to relocate part or all of the fiber optic lines allowed by this permit, the Company, at its own cost and expense, shall submit new plans and obtain new construction permits and submit itself to the City's review process and be governed by all restrictions on construction set out elsewhere in this permit or set out in City Code ordinance or regulation. The City shall recalculate the annual fee of this permit taking into account the new or additional alignment of Company's lines or conduit.

5.7 REALIGNMENT OF LINES AT GOVERNMENTAL REQUEST

If during the term of this permit, Company is requested or directed by any governmental agency to relocate or realign its lines, conduits or facilities, it shall do so at its own cost and expense and under the same conditions as if it were realigning said lines, conduits or facilities for its own benefit. If such realignment or relocation reduces the total linear footage in City rights-of-way, the annual rent under this permit shall be adjusted accordingly. If realignment or relocation at governmental request or directive increases the total linear footage in City rights-of-way, the rental under this permit shall not be increased by the additional footage required by the realignment or relocation.

- 5.8 The Company's fiber optic lines, conduit or cable shall have a "tone line" or similar technology so as to accurately locate the Company's facilities. The Company agrees to join the Missouri "One Call" system and, upon request by the City or any utility, locate its facilities within 48 hours of the request.

6. INSURANCE

During the term of this permit, Company shall obtain and maintain and shall require all of its permitted contractors or subcontractors to obtain and maintain not less than the following insurance:

6.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial general liability insurance including coverage for operations, independent contractors, products-completed operations, property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, broad form property damage on an "occurrence" basis insuring Company and any other interests, including, but not limited to, any associated or subsidiary companies involved in the operation. The liability insurance shall include contractual liability insurance applicable to Company's obligations under this permit.

The liability insurance shall name the City as an additional insured.

The limits of liability shall be no less than \$2,000,000 for injury or death to any one person and no less than \$10,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$2,000,000 for property damage as a result of one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$10,000,000. The liability insurance shall include contractual liability insurance applicable to Company's obligations hereunder.

#### 6.2 COMPENSATION INSURANCE

The Company shall take out and maintain during the life of this contract, Employee's Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and Company shall require all subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Company. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under Missouri's Workers' Compensation Statute, the Company shall provide and shall cause each subcontractor to provide Employee's Liability Insurance for the protection of their employees not otherwise protected.

#### 6.3 AUTOMOBILE PUBLIC LIABILITY AND PROPERTY

The Company shall maintain during the life of this permit, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$150,000.00 per individual, covering bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Company's own automobiles, teams and trucks; hired automobiles both on and off the site of the work.

#### 6.4 PROOF OF INSURANCE

The Company shall furnish the City with certificates of insurance which name the City as additional insured in the amounts required by the permit and which require a thirty day mandatory cancellation notice to the City.

#### 6.5. SELF-INSURANCE

During the term of the permit and any renewal, the Company may self-insure any or all of the insurance required herein after furnishing documentation satisfactory to the City that the Company has \$25,000,000.00 in net assets and does not violate or default the terms of the permit. Any insurance coverage required over its self-insured retention amount shall be maintained through an excess liability carrier satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent guide.

## 7. INDEMINIFICATION AND RESPONSIBILITY

The Company understands and agrees that this Permit Agreement to use the rights-of-way is between the City and Company and no other parties. The Company is responsible for all its employees, agents, officers, contractors and subcontractors and in the event of damage or injury arising out of Company's use or presence in the rights-of-way, the City is entitled to look to the Company for restitution and compensation and the Company shall not assert that the City must look to any Company employee, officer, agent or any of the Company's contractors, subcontractors or insurers for such payment, restitution or compensation.

### 7.1 DAMAGE TO CITY OR OTHER UTILITIES

The Company understands and agrees that the right-of-way route proposed by the Company for the Company's use is currently through a developed City and contains various combinations of water, electric, natural gas, telephone, sanitary sewer, storm sewer and other utilities. The Company agrees that should the Company's construction, excavation, drilling or work in the rights-of-way result in damage or injury of any kind to the property or facilities of any of the above listed utilities or any other utility, service or company located in the rights-of-way, the Company shall repair or replace, or have repaired or replaced, the damaged or injured portion of the utility property at its own cost or expense.

### 7.2 CITY PLAN REVIEW, USE OF CITY MAPS, UTILITY LOCATES

The Company understands and agrees that while the City has existing maps and diagrams of the rights-of-way which may be used by the Company, those maps or diagrams which exist may not be accurate or complete and the City does not guarantee that the maps or diagrams will be adequate for Company's purposes. The use of City maps or diagrams does not release the Company from responsibility for damage or injury to facilities within the rights-of-way nor transfer any responsibility to the City for such damage or injury. Further, the Company agrees and understands that City utilities and facilities within the rights-of-way may have been in place for many years and completely accurate maps and diagrams may not exist for all of these facilities and some lines, pipes, conduits may not be accurately located by existing location means. The fact that the Company may damage or injure an existing utility while relying upon a City locate shall not relieve the Company from fixing or replacing the damaged utility facility at the Company's cost or expense.

7.3 CITY PLAN APPROVAL, INSPECTION OR GENERAL SUPERVISION

The Company understands and agrees that submission of plans and maps to the city prior to construction, excavation or drilling, the approval of those plans, routing City inspections and City oversight or general supervision of Company's work does not make the City responsible or relieve the Company from responsibility for any damage or injury Company's construction, excavation or drilling may cause to its own property or any utility or facility within the rights-of-way.

7.4 UTILITY WORK WITHIN THE RIGHTS-OF-WAY

The Company understands and agrees that utilities currently within the rights-of-way need maintenance from time to time requiring excavation of the rights-of-way. Further, Company understands and agrees that its fiber optic lines, conduits and facilities will overlay or intermingle with existing utility facilities and will not be segregated or restricted to armored or protected space within the rights-of-way greatly enhancing the risk that any excavation within the rights-of-way will break, damage or injure the Company's property. The Company agrees that if its fiber optic lines, conduits or facilities are broken, damaged or injured in the normal course of business or during an emergency by utility work within the rights-of-way, it will repair or replace the same at its cost and expense and that it will not seek restitution or compensation from the same from the City or any utility.

7.5 INDEMINIFICATION BY THE COMPANY

Company, its successors or assigns, shall indemnify, defend and hold harmless to the City, its officers, employees from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or severable expenses of any nature (including reasonable attorney, accountant, and expert fees), judgments, fines, settlements and other amounts ("Claim"), provided that the Claim is caused in whole or in part by any negligent act or omission of the Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, and regardless of whether or not the Claim is caused in part by a party indemnified hereunder, and the Claim is relating to or arising from:

- a. Any acts, errors, or omissions of Company, its agents, contractors or employees or any negligence or intentional misconduct thereby in the installation, maintenance or operation of the Company's fiber optic lines, conduits or facilities, or any breach of any obligation or covenant under this permit, or
- b. Any personal injury or death of any person or persons, including, without limitation, agents or employees of the City, and any loss, damage, defacement or destruction of property of the City or its licensees, arising out of the incident to the activities, operations or actions of the Company, its agents, contractors or employees.

7.6 SURVIVAL OF INDEMNIFICATION

The provisions of all the paragraphs in section 7 shall survive the termination of the permit.

8. MISCELLANEOUS

8.1 TAXES

The Company shall be responsible for payment of all personal property and other taxes assessed upon and arising from its presence in or use of City's rights-of-way. The Company's payment of the permit fee required here shall not be construed as a payment in lieu of any tax.

8.2 ASSIGNMENT

The Company will not assign or transfer this Permit Agreement without the prior written consent of the City. In considering whether to give its permission to an assignment, the City may consider the assets and reputation of the potential assignee and whether the assignee can fulfill the conditions of this Permit Agreement and whether such an assignment would be injurious to the rights-of-way or be in the best interest of the City. No consent shall be required for an assignment, sublease or other transfer to a parent, subsidiary or to an entity controlled by the Company, under common control with the Company, or controlling the Company. A proposed assignment to any entity which purchases from the Company the equipment shall be subject to the prior consent of the City with the same conditions set out above.

8.3 DESCRIPTION OF SERVICES

Upon execution of this Permit Agreement, the Company shall provide the City with a description of all services offered by the Company within the City. The Company shall describe each separate type of service offered. Any bundled service or item for which the Company has a separate charge shall be considered a separate service. Annually thereafter, the Company shall provide the City with a description of any new service offered by the Company within the City during the preceding year or anticipated to be offered within the coming year.

8.4 RIGHT OF INSPECTION

The City, or its designated representative, shall have the right to inspect, examine or audit, during normal business hours and upon reasonable notice, all of Company's documents, records or other information that pertains to the compliance of the terms of this Permit Agreement.

8.5 CONTINUING OBLIGATION AND HOLDOVER

In the even the Company continues to operate all or any part of the system after the revocation of the permit or notice to cease operations from the City, the Company shall continue to comply with all applicable provisions of the permit, including, without limitation, all compensation and other payment provisions of



the permit, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a waiver, renewal, granting or other extension of the permit, nor as a limitation on the remedies, if any, available to City as a result of such continued operation of the Term, including, but not limited to, damages and restitution.

#### 8.6 WAIVER

Failure of the City to require performance of any term of this permit or to takes steps to enforce the terms of this permit at any time shall not be construed a waiver of the City's right to insist upon full performance of the permit or affect the right of the City to enforce the permit. The actual waiver by the City of any breach of any provision hereof shall not be construed as a waiver of any succeeding breach of the same or any other provision of the permit.

#### 8.7 NOTICE

All notices, requests, demands and other communications required under this permit shall be in writing and are effective when deposited in the U.S. Mail certified and postage prepaid, or when sent via overnight delivery, to the address set forth below or as otherwise provided by law:

##### **For the Company:**

Missouri Network Allinace, LLC  
Jack Coles, Director of OSP Engineering  
800 NW Chipman Road, Suite 5750  
Lee's Summit, MO 64063

##### **For the City:**

City of Columbia, Missouri  
City Manager  
701 East Broadway, 2<sup>nd</sup> Floor  
P.O. Box 6015  
Columbia, MO 65205-6015

#### 8.8 SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this permit is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this permit.

#### 8.9 ENTIRE AGREEMENT

The Permit Agreement constitutes the entire agreement and understanding of the parties. Any amendments to the Permit Agreement must be in writing and executed by both parties. If, however, the City in the future by legislative action adopts a comprehensive right-of-way ordinance, the terms of that ordinance shall apply to and modify this Permit Agreement to the extent any provision of that comprehensive right-of-way ordinance shall conflict with this Permit Agreement.

#### 8.10 AGREEMENT FOR THE BENEFIT OF THE PARTIES

This Permit Agreement is entered into for the benefit of the parties thereto. Nothing in this Permit Agreement shall be construed to be for the personal or private benefit of any third party.

8.11 GOVERNING LAW

This Permit Agreement shall be construed in accordance with the laws of Missouri.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties execute this Permit Agreement herein as of the date signed below.

CITY OF COLUMBIA, MISSOURI

By:

John Glascock

John Glascock, City Manager

Date:

July 9, 2020

ATTEST:

By:

Sheela Amin

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By:

Nancy Thompson  
Nancy Thompson, City Counselor

STATE OF MISSOURI

)

) ss

COUNTY OF BOONE

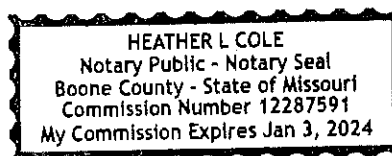
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On this 9 day of July, 2020 before me appeared John Glascock, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and he acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first written above.

Heather L. Cole  
Notary Public

My Commission expires: 1-3-24



COMPANY:

Missouri Network Alliance dba  
(Insert Company Name) Bluebird Network

By: Douglass Zerr

Title Vice President, Engineering

Date: 5-29-2020

ATTEST: (if corporation)

\_\_\_\_\_  
Secretary

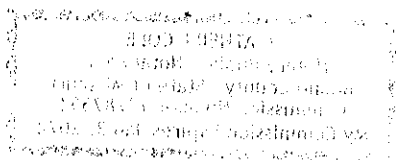
STATE OF Missouri )  
 ) ss  
COUNTY OF Cass )

On this 29th day of May, 2020 before me, a  
notary public of the State of Missouri appeared  
Douglass Zerr, the V.P. of Engineering of said  
Missouri Network Alliance dba Bluebird Network and known to be to be the person who executed the  
within agreement on behalf of said corporation and acknowledged to me that he/she  
executed the same for the purposes therein stated.

Rosemary F. Huffman  
Notary Public

My Commission expires: 06/21/2020

ROSEMARY F. HUFFMAN  
Notary Public - Notary Seal  
State of Missouri  
County of Cass  
My Commission Expires June 21, 2020  
Commission #12412090



Overall - 143.745' - 27.224 mi

Google Earth Pro  
File Edit View Tools Add Help

Search

Get Directions History

Places

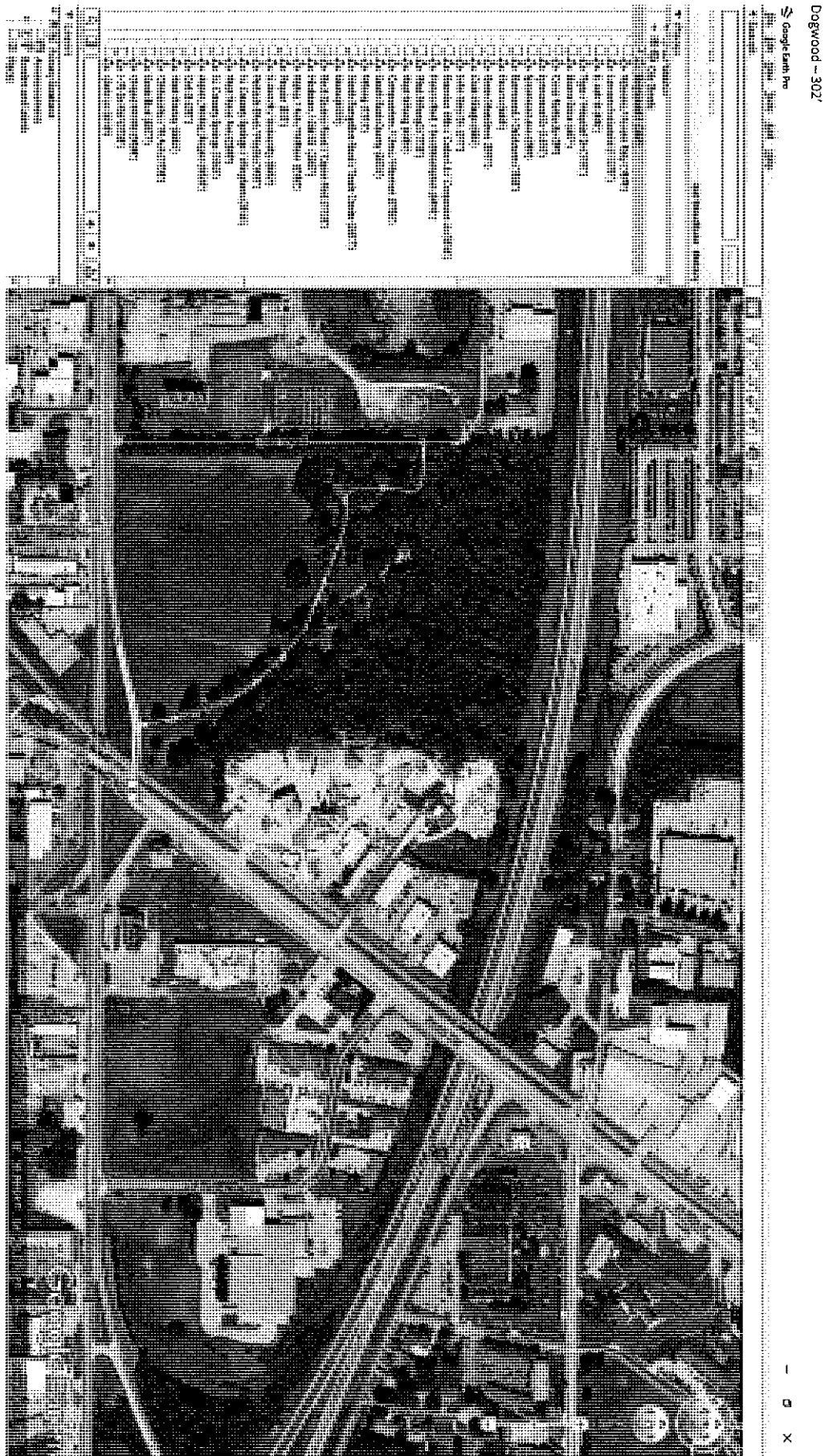
- 1. 7.53 Old Street (44878)
- 2. 1.2 Dogwood - 1 (525)
- 3. 1.2 Westview / Forum Hwy (17357)
- 4. 1.2 Lomax Industrial (11275)
- 5. 1.2 E Ash St (411)
- 6. 1.2 Cross Kentucky - City (67)
- 7. 1.2 Lynnwood Dr (1410)
- 8. 1.2 Spence Lane (290)
- 9. 1.2 Burnwood / Colburn (1347)
- 10. 1.2 Forum (4467)
- 11. 1.2 Green Meadows (9111)
- 12. 1.2 Club Village (600)
- 13. 1.2 John Gray Dr. (111)
- 14. 1.2 Brandon Way / Cedar Lk / Corporate Lk (6845)
- 15. 1.2 Forum Blvd / Southampton (6410)
- 16. 1.2 West Midway (1733)
- 17. 1.2 West Midway (425)
- 18. 1.2 Compensory / June / Newman (4455)
- 19. 1.2 South Rock Quarry (204)
- 20. 1.2 Wilcox (1519)
- 21. 1.2 Keene (4577)
- 22. 1.2 Rock Quarry Road / Capen Park (11357)
- 23. 1.2 Wilcox / Old St (2287)
- 24. 1.2 Ripley / Ash / William (2542)
- 25. 1.2 S. Ann St / University (2022)
- 26. 1.2 N. Casey Springs / Wingham (2814)
- 27. 1.2 N. Casey Springs / Wingham (2814)
- 28. 1.2 West Texas Ave (256)
- 29. 1.2 N. Casey Springs (1043)
- 30. 1.2 Aspen, Westley, Rogers (2225)
- 31. 1.2 West Midway (2857)
- 32. 1.2 Oak St (291)
- 33. 1.2 Scott Blvd (6177)
- 34. 1.2 Chapel Hill Rd (2285)
- 35. 1.2 70 Dr NW (2345)
- 36. 1.2 70 Dr NW (2345)

- Layers
- Primary Database
- Annotations
- Boundaries and Labels
- Places
- Photos



Exhibit A

Exhibit A



Veterans - Forum Katy - 1755'

Google Earth Pro

File Edit View Tools Window Help

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

3D Warehouse

Exhibit A



Lemone Industrial - 11379'

Google Earth Pro

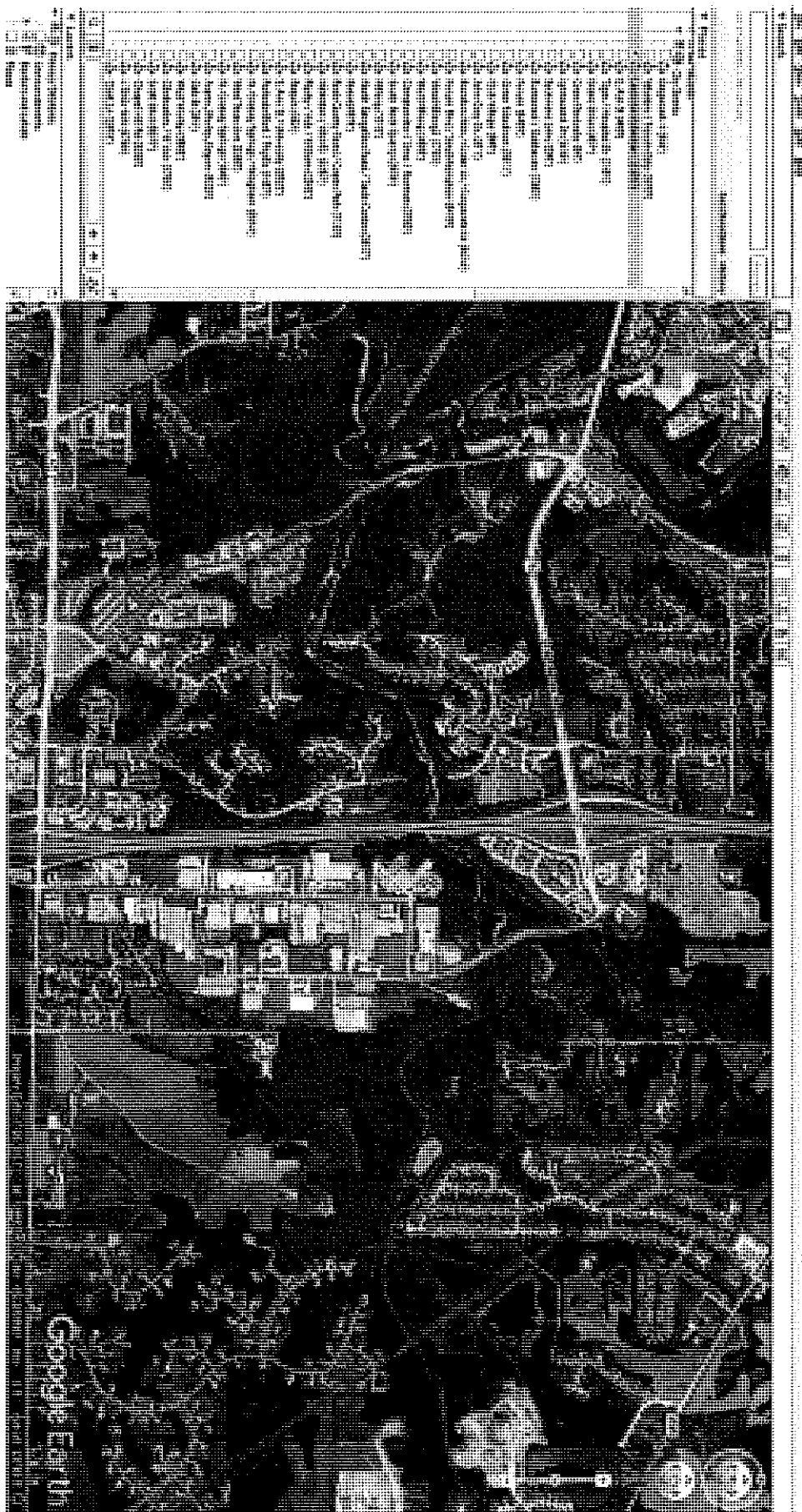


Exhibit A





Cross Kentucky - 57'

Google Earth Pro

File View Tools Window Help

3D

Layers

History

Measure

Print

Window

Help

Google Earth Pro

File View Tools Window Help

3D

Layers

History

Measure

Print

Window

Help

Google Earth Pro

File View Tools Window Help

3D

Layers

History

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Google Earth Pro

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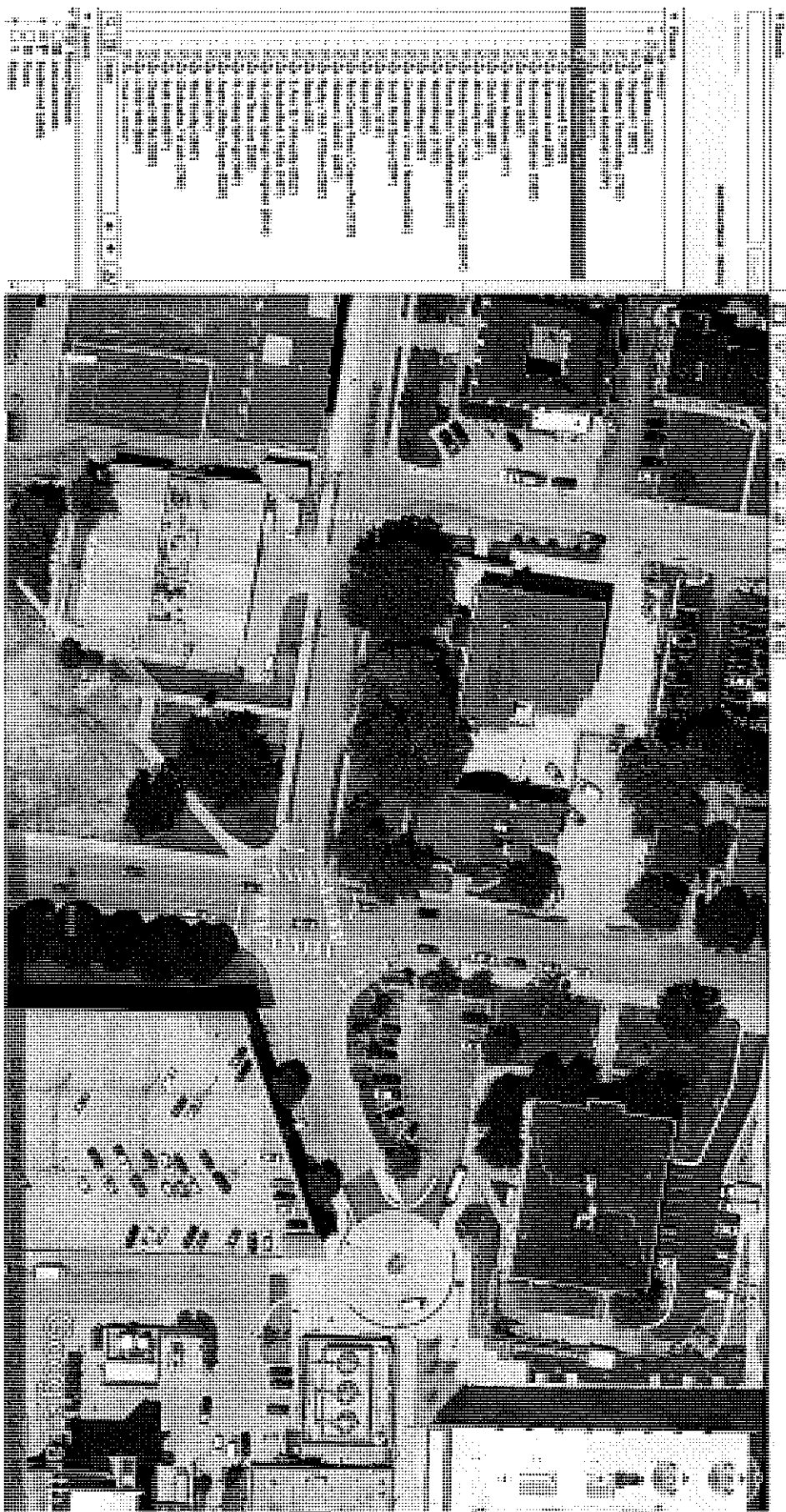
Print

Window

Help

Google Earth Pro

Exhibit A





Sycamore Lane (290)

Google Earth Pro

File View Tools Help

3D Warehouse

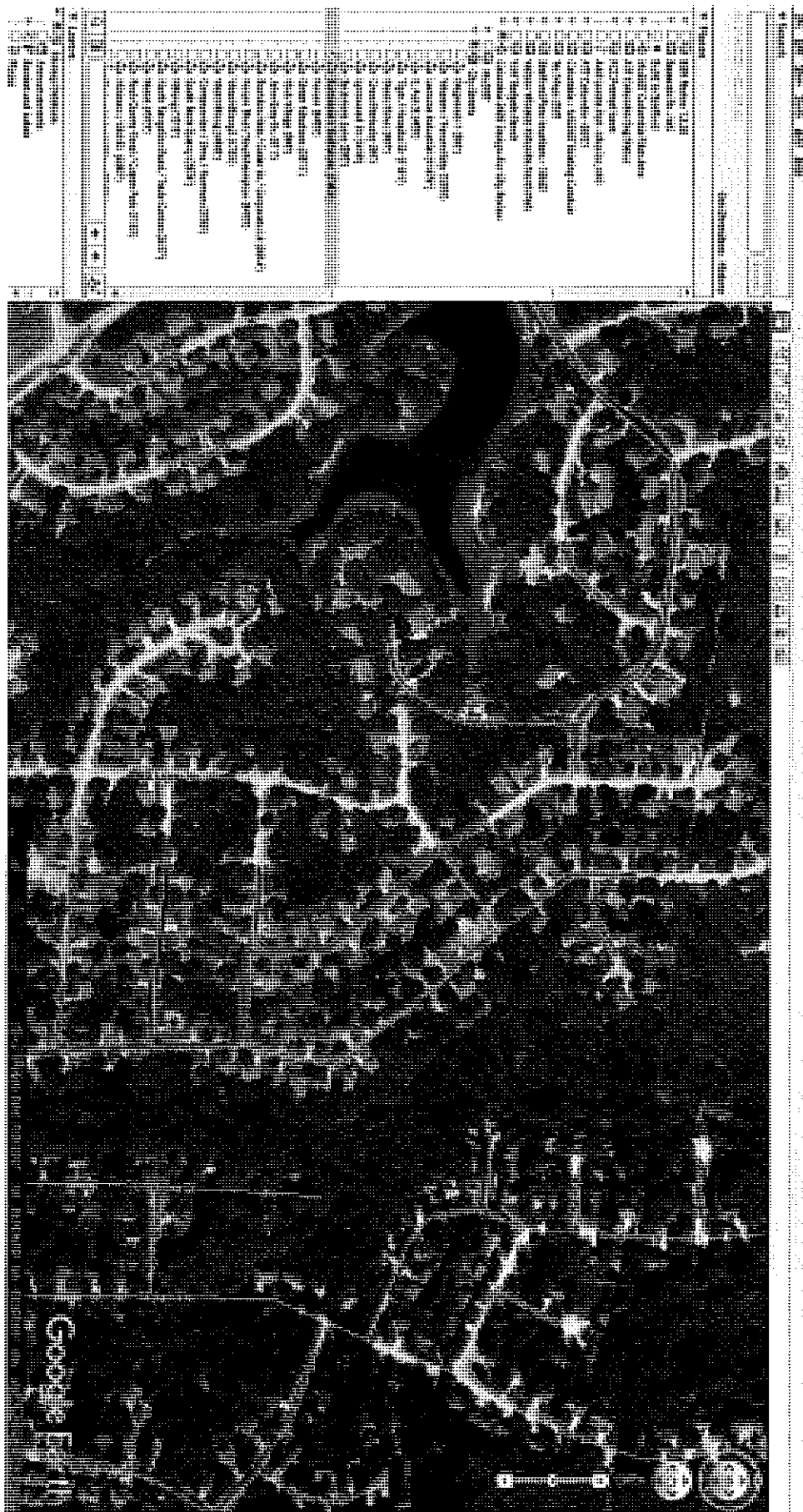
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103 Sycamore Lane	San Jose	CA	95128	USA
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199 Sycamore Lane	San Jose	CA	95128	USA
200 Sycamore Lane	San Jose	CA	95128	USA

Exhibit A



Burrwood / Oakhaven (1383')

Google Earth Pro





Forum (3405')

Google Earth Pro

項目	金額	備註
一、營業收入	100.00	
二、營業成本	80.00	
三、營業利潤	20.00	
四、營業外收入	0.00	
五、營業外支出	0.00	
六、營業利潤	20.00	
七、營業外收入	0.00	
八、營業外支出	0.00	
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十一、營業外支出	0.00	
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十三、營業外收入	0.00	
十四、營業外支出	0.00	
十五、營業利潤	20.00	
十六、營業外收入	0.00	
十七、營業外支出	0.00	
十八、營業利潤	20.00	
十九、營業外收入	0.00	
二十、營業外支出	0.00	
二十一、營業利潤	20.00	
二十二、營業外收入	0.00	
二十三、營業外支出	0.00	
二十四、營業利潤	20.00	
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二十六、營業外支出	0.00	
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二十八、營業外收入	0.00	
二十九、營業外支出	0.00	
三十、營業利潤	20.00	
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九十四、營業外收入	0.00	
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1992	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100										
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1994	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20																																																																																										

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品名	规格	单位	数量	单价	金额
水泥	42.5	m <sup>3</sup>	100	150	15000
砂	中砂	m <sup>3</sup>	200	30	6000
石子	20mm	m <sup>3</sup>	150	40	6000
钢筋	Φ12	kg	5000	4.0	20000
木材	杉木	m <sup>3</sup>	50	120	6000
油漆	防锈漆	kg	100	100	10000
人工	综合工日	工日	1000	100	100000
机械	挖掘机	台班	10	1000	10000
材料费小计					250000
人工费小计					100000
机械费小计					10000
管理费					10000
利润					10000
税金					10000
合计					480000

[illegible]

姓名	性别	年龄	职业	住址	联系电话
张三	男	35	教师	北京市海淀区中关村大街100号	13910123456
李四	女	28	医生	北京市朝阳区三里屯大街50号	13801012345
王五	男	42	工程师	上海市浦东新区世纪大道100号	13621012345
赵六	女	30	设计师	广州市天河区珠江新城10号	13530123456
孙七	男	25	程序员	深圳市南山区科技园100号	13440123456
周八	女	38	会计师	北京市西城区金融大街100号	13350123456
吴九	男	45	律师	上海市黄浦区南京东路100号	13260123456
郑十	女	32	销售经理	广州市白云区白云大道100号	13170123456
陈十一	男	22	学生	北京市海淀区学院路100号	13080123456
冯十二	女	20	实习生	北京市朝阳区望京100号	13990123456
朱十三	男	33	项目经理	上海市静安区南京西路100号	13800123456
徐十四	女	27	产品经理	广州市海珠区江南大道100号	13710123456
马十五	男	31	市场专员	深圳市龙岗区布吉100号	13620123456
朱十六	女	24	运营专员	北京市海淀区中关村100号	13530123456
李十七	男	29	数据分析师	北京市朝阳区东三环100号	13440123456
王十八	女	36	人力资源	上海市浦东新区世纪大道100号	13350123456
张十九	男	41	财务总监	广州市天河区珠江新城100号	13260123456
赵二十	女	34	法务专员	深圳市南山区科技园100号	13170123456
孙二十一	男	26	产品经理	北京市海淀区中关村100号	13080123456
周二十二	女	21	运营专员	北京市朝阳区望京100号	13990123456
吴二十三	男	37	市场专员	上海市静安区南京西路100号	13800123456
郑二十四	女	23	运营专员	广州市海珠区江南大道100号	13710123456
陈二十五	男	39	市场专员	深圳市龙岗区布吉100号	13620123456
冯二十六	女	25	运营专员	北京市海淀区中关村100号	13530123456
朱二十七	男	30	运营专员	北京市朝阳区东三环100号	13440123456
李二十八	女	35	运营专员	上海市浦东新区世纪大道100号	13350123456
王二十九	男	40	运营专员	广州市天河区珠江新城100号	13260123456
赵三十	女	32	运营专员	深圳市南山区科技园100号	13170123456
孙三十一	男	27	运营专员	北京市海淀区中关村100号	13080123456
周三十二	女	22	运营专员	北京市朝阳区望京100号	13990123456
吴三十三	男	37	运营专员	上海市静安区南京西路100号	13800123456
郑三十四	女	23	运营专员	广州市海珠区江南大道100号	13710123456
陈三十五	男	39	运营专员	深圳市龙岗区布吉100号	13620123456
冯三十六	女	25	运营专员	北京市海淀区中关村100号	13530123456
朱三十七	男	30	运营专员	北京市朝阳区东三环100号	13440123456
李三十八	女	35	运营专员	上海市浦东新区世纪大道100号	13350123456
王三十九	男	40	运营专员	广州市天河区珠江新城100号	13260123456
赵四十	女	32	运营专员	深圳市南山区科技园100号	13170123456
孙四十一	男	27	运营专员	北京市海淀区中关村100号	13080123456
周四十二	女	22	运营专员	北京市朝阳区望京100号	13990123456
吴四十三	男	37	运营专员	上海市静安区南京西路100号	13800123456
郑四十四	女	23	运营专员	广州市海珠区江南大道100号	13710123456
陈四十五	男	39	运营专员	深圳市龙岗区布吉100号	13620123456
冯四十六	女	25	运营专员	北京市海淀区中关村100号	13530123456
朱四十七	男	30	运营专员	北京市朝阳区东三环100号	13440123456
李四十八	女	35	运营专员	上海市浦东新区世纪大道100号	13350123456
王四十九	男	40	运营专员	广州市天河区珠江新城100号	13260123456
赵五十	女	32	运营专员	深圳市南山区科技园100号	13170123456

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姓名	性别	年龄	职业	住址	联系电话
张三	男	35	教师	北京市朝阳区	13800000000
李四	女	28	医生	北京市海淀区	13900000000
王五	男	42	工程师	上海市浦东新区	13600000000
赵六	女	31	公务员	广东省广州市	13500000000
孙七	男	25	学生	浙江省杭州市	13400000000
周八	女	38	经理	江苏省南京市	13300000000
吴九	男	45	农民	河南省郑州市	13200000000
郑十	女	22	护士	四川省成都市	13100000000
陈十一	男	33	程序员	北京市西城区	13000000000
林十二	女	27	设计师	广东省深圳市	12900000000
周十三	男	36	会计师	浙江省宁波市	12800000000
吴十四	女	29	律师	江苏省苏州市	12700000000
郑十五	男	41	作家	河南省开封市	12600000000
孙十六	女	24	歌手	四川省绵阳市	12500000000
周十七	男	39	科学家	北京市昌平区	12400000000
吴十八	女	32	画家	广东省佛山市	12300000000
郑十九	男	43	企业家	浙江省温州市	12200000000
孙二十	女	26	记者	江苏省无锡市	12100000000

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**RESEARCH DESIGN**

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姓名	性别	年龄	职业	住址	联系电话	电子邮箱	备注
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马十三	男	75	退休	四川省成都市武侯区武侯祠大街123号	12800128000	ma13@163.com	
朱十四	女	80	退休	贵州省贵阳市南明区中华南路123号	12700127000	zhu14@163.com	
徐十五	男	85	退休	云南省昆明市五华区人民中路123号	12600126000	xu15@163.com	
孙十六	女	90	退休	陕西省西安市雁塔区雁塔路123号	12500125000	sun16@163.com	
周十七	男	95	退休	甘肃省兰州市城关区东岗西路123号	12400124000	zhou17@163.com	
吴十八	女	100	退休	青海省西宁市城东区中一路123号	12300123000	wu18@163.com	
郑十九	男	105	退休	宁夏回族自治区银川市金凤区北京中路123号	12200122000	zheng19@163.com	
陈二十	女	110	退休	新疆维吾尔自治区乌鲁木齐市天山区新华南路123号	12100121000	chen20@163.com	

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姓名	性别	年龄	职业	住址	电话
张三	男	35	教师	北京市海淀区中关村大街100号	13910123456
李四	女	28	医生	北京市朝阳区建国路123号	13801098765
王五	男	42	工程师	上海市浦东新区世纪大道150号	13621012345
赵六	女	31	记者	广州市天河区珠江新城16号	13530123456
孙七	男	25	学生	北京市昌平区回龙观镇18号	13420123456
周八	女	38	公务员	深圳市福田区梅林街道12号	13701012345
吴九	男	45	商人	浙江省杭州市西湖区文三路100号	13950123456
郑十	女	22	程序员	深圳市南山区科技园15号	13680123456
陈十一	男	33	律师	北京市东城区东直门内大街100号	13910123456
冯十二	女	27	设计师	上海市静安区南京西路100号	13621012345
朱十三	男	36	农民	河南省郑州市金水区农业路100号	13530123456
徐十四	女	24	护士	广州市白云区白云大道100号	13420123456
马十五	男	41	教授	北京市海淀区中关村大街100号	13910123456
朱十六	女	29	作家	北京市朝阳区建国路123号	13801098765
李十七	男	34	科学家	上海市浦东新区世纪大道150号	13621012345
王十八	女	26	歌手	广州市天河区珠江新城16号	13530123456
张十九	男	39	企业家	北京市昌平区回龙观镇18号	13420123456
赵二十	女	32	画家	深圳市福田区梅林街道12号	13701012345
孙二十一	男	23	程序员	浙江省杭州市西湖区文三路100号	13950123456
周二十二	女	30	教师	深圳市南山区科技园15号	13680123456
吴二十三	男	43	医生	北京市东城区东直门内大街100号	13910123456
郑二十四	女	21	学生	上海市静安区南京西路100号	13621012345
陈二十五	男	37	商人	河南省郑州市金水区农业路100号	13530123456
冯二十六	女	25	护士	广州市白云区白云大道100号	13420123456
朱二十七	男	40	教授	北京市海淀区中关村大街100号	13910123456
徐二十八	女	28	作家	北京市朝阳区建国路123号	13801098765
马二十九	男	35	科学家	上海市浦东新区世纪大道150号	13621012345
朱三十	女	27	歌手	广州市天河区珠江新城16号	13530123456
李三十一	男	38	企业家	北京市昌平区回龙观镇18号	13420123456
王三十二	女	24	画家	深圳市福田区梅林街道12号	13701012345
张三十三	男	31	程序员	浙江省杭州市西湖区文三路100号	13950123456
李三十四	女	29	教师	深圳市南山区科技园15号	13680123456
王三十五	男	42	医生	北京市东城区东直门内大街100号	13910123456
张三十六	女	22	学生	上海市静安区南京西路100号	13621012345
李三十七	男	36	商人	河南省郑州市金水区农业路100号	13530123456
王三十八	女	25	护士	广州市白云区白云大道100号	13420123456
张三十九	男	41	教授	北京市海淀区中关村大街100号	13910123456
李四十	女	28	作家	北京市朝阳区建国路123号	13801098765
王四十一	男	34	科学家	上海市浦东新区世纪大道150号	13621012345
张三十二	女	26	歌手	广州市天河区珠江新城16号	13530123456
李四十三	男	39	企业家	北京市昌平区回龙观镇18号	13420123456
王四十四	女	23	画家	深圳市福田区梅林街道12号	13701012345
张三十五	男	32	程序员	浙江省杭州市西湖区文三路100号	13950123456
李四十五	女	30	教师	深圳市南山区科技园15号	13680123456
王四十六	男	43	医生	北京市东城区东直门内大街100号	13910123456
张三十七	女	21	学生	上海市静安区南京西路100号	13621012345
李四十六	男	37	商人	河南省郑州市金水区农业路100号	13530123456
王四十七	女	25	护士	广州市白云区白云大道100号	13420123456
张三十八	男	40	教授	北京市海淀区中关村大街100号	13910123456
李四十八	女	28	作家	北京市朝阳区建国路123号	13801098765
王四十九	男	35	科学家	上海市浦东新区世纪大道150号	13621012345
张三十九	女	27	歌手	广州市天河区珠江新城16号	13530123456
李四十九	男	38	企业家	北京市昌平区回龙观镇18号	13420123456
王五十	女	24	画家	深圳市福田区梅林街道12号	13701012345
张三十	男	31	程序员	浙江省杭州市西湖区文三路100号	13950123456
李五十	女	29	教师	深圳市南山区科技园15号	13680123456
王五十一	男	42	医生	北京市东城区东直门内大街100号	13910123456
张三十一	女	22	学生	上海市静安区南京西路100号	13621012345
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王五					

年份	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100																																																																																																																																							
总人口	115964	116964	117964	118964	119964	120964	121964	122964	123964	124964	125964	126964	127964	128964	129964	130964	131964	132964	133964	134964	135964	136964	137964	138964	139964	140964	141964	142964	143964	144964	145964	146964	147964	148964	149964	150964	151964	152964	153964	154964	155964	156964	157964	158964	159964	160964	161964	162964	163964	164964	165964	166964	167964	168964	169964	170964	171964	172964	173964	174964	175964	176964	177964	178964	179964	180964	181964	182964	183964	184964	185964	186964	187964	188964	189964	190964	191964	192964	193964	194964	195964	196964	197964	198964	199964	200964	201964	202964	203964	204964	205964	206964	207964	208964	209964	210964	211964	212964	213964	214964	215964	216964	217964	218964	219964	220964	221964	222964	223964	224964	225964	226964	227964	228964	229964	230964	231964	232964	233964	234964	235964	236964	237964	238964	239964	240964	241964	242964	243964	244964	245964	246964	247964	248964	249964	250964	251964	252964	253964	254964	255964	256964	257964	258964	259964	260964	261964	262964	263964	264964	265964	266964	267964	268964	269964	270964	271964	272964	273964	274964	275964	276964	277964	278964	279964	280964	281964	282964	283964	284964	285964	286964	287964	288964	289964	290964	291964	292964	293964	294964	295964	296964	297964	298964	299964	300964	301964	302964	303964	304964	305964	306964	307964	308964	309964	310964	311964	312964	313964	314964	315964	316964	317964	318964	319964	320964	321964	322964	323964	324964	325964	326964	327964	328964	329964	330964	331964	332964	333964	334964	335964	336964	337964	338964	339964	340964	341964	342964	343964	344964	345964	346964	347964	348964	349964	350964	351964	352964	353964	354964	355964	356964	357964	358964	359964	3609

[illegible]

姓名	性别	年龄	职业	住址	联系电话
张三	男	35	教师	北京市朝阳区	13800138000
李四	女	28	医生	北京市海淀区	13900139000
王五	男	42	工程师	上海市浦东新区	13600136000
赵六	女	31	公务员	广东省广州市	13500135000
孙七	男	25	学生	浙江省杭州市	13400134000
周八	女	38	经理	江苏省南京市	13300133000
吴九	男	45	农民	河南省郑州市	13200132000
郑十	女	22	护士	四川省成都市	13100131000
陈十一	男	33	程序员	安徽省合肥市	13000130000
林十二	女	27	销售	福建省厦门市	12900129000
周十三	男	40	律师	山东省济南市	12800128000
吴十四	女	36	会计	湖北省武汉市	12700127000
郑十五	男	29	设计师	湖南省长沙市	12600126000
孙十六	女	24	记者	江西省南昌市	12500125000
周十七	男	37	厨师	广东省深圳市	12400124000
吴十八	女	32	翻译	浙江省宁波市	12300123000
郑十九	男	41	司机	江苏省苏州市	12200122000
陈二十	女	26	模特	河南省郑州市	12100121000

姓名: 王 强  
 性别: 男  
 年龄: 25  
 职业: 程序员  
 地址: 北京市朝阳区  
 电话: 13800138000  
 邮箱: wangqiang@example.com

姓名	性别	年龄	职业	住址	电话
张三	男	35	教师	北京市朝阳区	12345678
李四	女	28	医生	北京市海淀区	87654321
王五	男	42	工程师	上海市浦东新区	98765432
赵六	女	31	记者	广州市天河区	56789012
孙七	男	25	学生	北京市西城区	34567890
周八	女	38	公务员	深圳市南山区	23456789
吴九	男	45	商人	杭州市西湖区	12345678
郑十	女	29	程序员	武汉市武昌区	01234567
陈十一	男	33	律师	南京市鼓楼区	90123456
冯十二	女	27	设计师	成都市高新区	89012345
朱十三	男	40	农民	山东省潍坊市	78901234
徐十四	女	36	护士	河南省郑州市	67890123
马十五	男	30	司机	广东省东莞市	56789012
朱十六	女	24	歌手	浙江省杭州市	45678901
徐十七	男	48	教授	江苏省南京市	34567890
马十八	女	32	作家	四川省成都市	23456789
朱十九	男	26	画家	安徽省合肥市	12345678
徐二十	女	39	科学家	福建省厦门市	01234567
马二十一	男	34	企业家	江西省南昌市	90123456
朱二十二	女	29	模特	广东省广州市	89012345
徐二十三	男	41	厨师	山东省济南市	78901234
马二十四	女	37	舞蹈家	河南省洛阳市	67890123
朱二十五	男	31	音乐家	广东省深圳市	56789012
徐二十六	女	25	演员	浙江省宁波市	45678901
马二十七	男	43	建筑师	江苏省苏州市	34567890
朱二十八	女	35	翻译	四川省绵阳市	23456789
徐二十九	男	28	程序员	安徽省芜湖市	12345678
马三十	女	44	教授	福建省福州市	01234567
朱三十一	男	36	企业家	江西省赣州市	90123456
徐三十二	女	30	模特	广东省佛山市	89012345
马三十三	男	42	厨师	山东省青岛市	78901234
朱三十四	女	38	舞蹈家	河南省开封市	67890123
徐三十五	男	32	音乐家	广东省珠海市	56789012
马三十六	女	26	演员	浙江省绍兴市	45678901
朱三十七	男	46	建筑师	江苏省扬州市	34567890
徐三十八	女	34	翻译	四川省南充市	23456789
马三十九	男	29	程序员	安徽省蚌埠市	12345678
朱四十	女	47	教授	福建省莆田市	01234567
徐四十一	男	39	企业家	江西省宜春市	90123456
马四十二	女	33	模特	广东省中山市	89012345
朱四十三	男	45	厨师	山东省淄博市	78901234
徐四十四	女	37	舞蹈家	河南省新乡市	67890123
马四十五	男	31	音乐家	广东省汕头市	56789012
朱四十六	女	27	演员	浙江省金华市	45678901
徐四十七	男	49	建筑师	江苏省镇江市	34567890
马四十八	女	35	翻译	四川省达州市	23456789
朱四十九	男	30	程序员	安徽省黄山市	12345678
徐五十	女	48	教授	福建省龙岩市	01234567
马五十一	男	40	企业家	江西省上饶市	90123456
朱五十二	女	34	模特	广东省江门市	89012345
徐五十三	男	43	厨师	山东省聊城市	78901234
马五十四	女	38	舞蹈家	河南省焦作市	67890123
朱五十五	男	32	音乐家	广东省惠州市	56789012
徐五十六	女	28	演员	浙江省衢州市	45678901
马五十七	男	50	建筑师	江苏省泰州市	34567890
朱五十八	女	36	翻译	四川省广安市	23456789
徐五十九	男	31	程序员	安徽省安庆市	12345678
马六十	女	49	教授	福建省宁德市	01234567
朱六十一	男	41	企业家	江西省景德镇市	90123456
徐六十二	女	35	模特	广东省肇庆市	89012345
马六十三	男	44	厨师	山东省德州市	78901234
朱六十四	女	39	舞蹈家	河南省南阳市	67890123
徐六十五	男	33	音乐家	广东省汕尾市	56789012
马六十六	女	29	演员	浙江省丽水市	45678901
朱六十七	男	51	建筑师	江苏省宿迁市	34567890
徐六十八	女	37	翻译	四川省遂宁市	23456789
马六十九	男	32	程序员	安徽省六安市	12345678
朱七十	女	50			

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姓名	性别	年龄	职业	住址	联系电话
张三	男	35	教师	北京市海淀区中关村大街100号	13800138000
李四	女	28	医生	北京市朝阳区建国路123号	13900139000
王五	男	45	工程师	上海市浦东新区世纪大道100号	13600136000
赵六	女	30	设计师	广州市天河区珠江新城123号	13500135000
孙七	男	50	企业家	深圳市南山区科技园100号	13400134000
周八	女	25	学生	北京市昌平区回龙观123号	13300133000
吴九	男	38	公务员	浙江省杭州市西湖区100号	13200132000
郑十	女	42	律师	江苏省南京市鼓楼区123号	13100131000
陈十一	男	33	程序员	四川省成都市高新区100号	13000130000
林十二	女	27	记者	广东省深圳市福田区123号	12900129000
徐十三	男	40	销售经理	山东省济南市经二路100号	12800128000
马十四	女	36	心理咨询师	河南省郑州市金水区123号	12700127000
朱十五	男	48	银行职员	湖北省武汉市江汉区100号	12600126000
李十六	女	31	自由职业者	湖南省长沙市岳麓区123号	12500125000
王十七	男	55	退休工人	安徽省合肥市蜀山区100号	12400124000
张十八	女	29	翻译	福建省福州市鼓楼区123号	12300123000
赵十九	男	43	IT项目经理	江西省南昌市西湖区100号	12200122000
孙二十	女	37	人力资源	广东省东莞市南城123号	12100121000
周二十一	男	52	大学教授	浙江省宁波市海曙区100号	12000120000
吴二十二	女	26	市场专员	江苏省苏州市工业园区123号	11900119000
郑二十三	男	41	产品经理	四川省绵阳市涪城区100号	11800118000
陈二十四	女	34	运营经理	广东省珠海市香洲区123号	11700117000
林二十五	男	49	财务总监	山东省青岛市市南区100号	11600116000
徐二十六	女	32	数据分析师	河南省郑州市中原区123号	11500115000
马二十七	男	57	退休干部	湖北省武汉市武昌区100号	11400114000
朱二十八	女	28	平面设计师	湖南省长沙市开福区123号	11300113000
李二十九	男	44	项目经理	安徽省合肥市庐阳区100号	11200112000
王三十	女	39	行政助理	福建省福州市晋安区123号	11100111000
张三十一	男	54	高级工程师	江西省南昌市东湖区100号	11000110000
赵三十二	女	29	品牌经理	广东省东莞市东城123号	10900109000
孙三十三	男	46	销售总监	浙江省宁波市北仑区100号	10800108000
周三十四	女	35	产品经理	江苏省苏州市吴江区123号	10700107000
吴三十五	男	51	财务总监	四川省绵阳市游仙区100号	10600106000
郑三十六	女	33	运营专员	广东省珠海市斗门区123号	10500105000
陈三十七	男	47	数据工程师	山东省青岛市市北区100号	10400104000
林三十八	女	30	市场经理	河南省郑州市二七区123号	10300103000
徐三十九	男	53	高级工程师	湖北省武汉市汉阳区100号	10200102000
马四十	女	27	品牌专员	湖南省长沙市雨花区123号	10100101000
朱四十一	男	42	销售经理	安徽省合肥市包河区100号	10000100000
李四十二	女	36	运营经理	福建省福州市仓山区123号	99900999000
王四十三	男	56	退休教授	江西省南昌市西湖区100号	99800998000
张四十四	女	31	市场专员	广东省东莞市南城123号	99700997000
赵四十五	男	45	产品经理	浙江省宁波市海曙区100号	99600996000
孙四十六	女	38	行政助理	江苏省苏州市工业园区123号	99500995000
周四十七	男	52	财务总监	四川省绵阳市涪城区100号	99400994000
吴四十八	女	28	品牌经理	广东省珠海市香洲区123号	99300993000
郑四十九	男	41	销售总监	山东省青岛市市南区100号	99200992000
陈五十	女	34	运营专员	河南省郑州市中原区123号	99100991000
林五十一	男	49	数据工程师	湖北省武汉市武昌区100号	99000990000
徐五十二	女	32	市场经理	湖南省长沙市开福区123号	98900989000
马五十三	男	57	高级工程师	安徽省合肥市庐阳区100号	98800988000
朱五十四	女	29	品牌专员	福建省福州市晋安区123号	98700987000
李五十五	男	44	项目经理	江西省南昌市东湖区100号	98600986000
王五十六	女	39	行政助理	广东省东莞市东城123号	98500985000
张五十七	男	54	销售经理	浙江省宁波市北仑区100号	98400984000
赵五十八	女	33	运营经理	江苏省苏州市吴江区123号	98300983000
孙五十九	男	46	产品经理	四川省绵阳市游仙区100号	98200982000
周六十	女	35	品牌经理	广东省珠海市斗门区123号	98100981000
吴六十一	男	51	财务总监		

姓名	性别	年龄	职业	住址	联系电话
张三	男	35	教师	北京市朝阳区	13800138000
李四	女	28	医生	北京市海淀区	13900139000
王五	男	45	工程师	上海市浦东新区	13600136000
赵六	女	30	会计	广州市天河区	13500135000
孙七	男	50	公务员	深圳市南山区	13400134000
周八	女	25	设计师	杭州市西湖区	13300133000
吴九	男	40	销售经理	武汉市江汉区	13200132000
郑十	女	38	律师	成都市锦江区	13100131000
冯十一	男	22	学生	西安市雁塔区	13000130000
陈十二	女	42	作家	昆明市五华区	12900129000
林十三	男	33	程序员	南京市鼓楼区	12800128000
周十四	女	27	模特	海口市龙华区	12700127000
吴十五	男	48	企业家	贵阳市南明区	12600126000
郑十六	女	36	护士	贵阳市白云区	12500125000
冯十七	男	24	记者	贵阳市观山湖区	12400124000
陈十八	女	44	教授	贵阳市乌当区	12300123000
林十九	男	31	厨师	贵阳市花溪区	12200122000
周二十	女	29	翻译	贵阳市清镇市	12100121000

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姓名	性别	年龄	职业	住址	电话	备注
王德胜	男	45	教师	XX路XX号	XXXX	
李小红	女	32	护士	XX街XX号	XXXX	
张小明	男	28	学生	XX村XX组	XXXX	
赵大刚	男	55	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生	XX医院XX科	XXXX	
周国强	男	38	农民	XX乡XX村	XXXX	
吴小芳	女	25	职员	XX公司XX部	XXXX	
郑大伟	男	50	干部	XX局XX处	XXXX	
陈小红	女	35	记者	XX报社XX部	XXXX	
周小明	男	22	学生	XX大学XX系	XXXX	
吴大刚	男	48	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生	XX医院XX科	XXXX	
周国强	男	38	农民	XX乡XX村	XXXX	
吴小芳	女	25	职员	XX公司XX部	XXXX	
郑大伟	男	50	干部	XX局XX处	XXXX	
陈小红	女	35	记者	XX报社XX部	XXXX	
周小明	男	22	学生	XX大学XX系	XXXX	
吴大刚	男	48	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生	XX医院XX科	XXXX	
周国强	男	38	农民	XX乡XX村	XXXX	
吴小芳	女	25	职员	XX公司XX部	XXXX	
郑大伟	男	50	干部	XX局XX处	XXXX	
陈小红	女	35	记者	XX报社XX部	XXXX	
周小明	男	22	学生	XX大学XX系	XXXX	
吴大刚	男	48	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生	XX医院XX科	XXXX	
周国强	男	38	农民	XX乡XX村	XXXX	
吴小芳	女	25	职员	XX公司XX部	XXXX	
郑大伟	男	50	干部	XX局XX处	XXXX	
陈小红	女	35	记者	XX报社XX部	XXXX	
周小明	男	22	学生	XX大学XX系	XXXX	
吴大刚	男	48	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生	XX医院XX科	XXXX	
周国强	男	38	农民	XX乡XX村	XXXX	
吴小芳	女	25	职员	XX公司XX部	XXXX	
郑大伟	男	50	干部	XX局XX处	XXXX	
陈小红	女	35	记者	XX报社XX部	XXXX	
周小明	男	22	学生	XX大学XX系	XXXX	
吴大刚	男	48	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生	XX医院XX科	XXXX	
周国强	男	38	农民	XX乡XX村	XXXX	
吴小芳	女	25	职员	XX公司XX部	XXXX	
郑大伟	男	50	干部	XX局XX处	XXXX	
陈小红	女	35	记者	XX报社XX部	XXXX	
周小明	男	22	学生	XX大学XX系	XXXX	
吴大刚	男	48	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生	XX医院XX科	XXXX	
周国强	男	38	农民	XX乡XX村	XXXX	
吴小芳	女	25	职员	XX公司XX部	XXXX	
郑大伟	男	50	干部	XX局XX处	XXXX	
陈小红	女	35	记者	XX报社XX部	XXXX	
周小明	男	22	学生	XX大学XX系	XXXX	
吴大刚	男	48	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生	XX医院XX科	XXXX	
周国强	男	38	农民	XX乡XX村	XXXX	
吴小芳	女	25	职员	XX公司XX部	XXXX	
郑大伟	男	50	干部	XX局XX处	XXXX	
陈小红	女	35	记者	XX报社XX部	XXXX	
周小明	男	22	学生	XX大学XX系	XXXX	
吴大刚	男	48	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生	XX医院XX科	XXXX	
周国强	男	38	农民	XX乡XX村	XXXX	
吴小芳	女	25	职员	XX公司XX部	XXXX	
郑大伟	男	50	干部	XX局XX处	XXXX	
陈小红	女	35	记者	XX报社XX部	XXXX	
周小明	男	22	学生	XX大学XX系	XXXX	
吴大刚	男	48	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生			

姓名	性别	年龄	职业	住址	联系电话
张三	男	35	教师	北京市海淀区中关村大街100号	13910123456
李四	女	28	医生	北京市朝阳区建国路123号	13801012345
王五	男	42	工程师	上海市浦东新区世纪大道100号	13601712345
赵六	女	31	公务员	广东省广州市天河区珠江新城1号	13502012345
孙七	男	25	学生	浙江省杭州市西湖区文三路100号	13703012345
周八	女	38	经理	江苏省南京市鼓楼区中央门1号	13904012345
吴九	男	45	农民	山东省潍坊市寿光市洛城街道1号	13805012345
郑十	女	22	护士	河南省郑州市金水区经三路1号	13606012345
冯十一	男	33	律师	四川省成都市锦江区春熙路100号	13507012345
陈十二	女	27	会计	湖北省武汉市武昌区中南路100号	13908012345
林十三	男	36	作家	湖南省长沙市岳麓区岳麓山1号	13809012345
周十四	女	29	歌手	广东省佛山市南海区桂城街道1号	13610012345
吴十五	男	41	科学家	安徽省合肥市蜀山区翡翠园1号	13511012345
郑十六	女	24	模特	浙江省杭州市余杭区未来科技城1号	13712012345
冯十七	男	37	企业家	江苏省苏州市工业园区金鸡湖1号	13913012345
陈十八	女	26	程序员	广东省深圳市南山区科技园1号	13814012345
林十九	男	34	画家	河南省郑州市中原区郑东新区1号	13615012345
周二十	女	32	记者	四川省成都市武侯区武侯祠1号	13516012345
吴二十一	男	43	教授	湖北省武汉市洪山区珞珈山1号	13917012345
郑二十二	女	23	舞蹈家	湖南省长沙市天心区天心阁1号	13818012345
冯二十三	男	39	厨师	广东省佛山市顺德区容桂街道1号	13619012345
陈二十四	女	21	空姐	安徽省合肥市庐阳区淮河路1号	13520012345
林二十五	男	30	摄影师	浙江省杭州市拱墅区拱宸桥1号	13721012345
周二十六	女	35	心理咨询师	江苏省苏州市吴江区太湖新城1号	13922012345
吴二十七	男	44	建筑师	山东省潍坊市奎文区潍州路1号	13823012345
郑二十八	女	20	电竞选手	河南省郑州市高新区科学大道1号	13624012345
冯二十九	男	32	脱口秀演员	四川省成都市青羊区春熙路100号	13525012345
陈三十	女	28	瑜伽教练	湖北省武汉市汉阳区汉阳门1号	13926012345
林三十一	男	37	脱口秀演员	湖南省长沙市开福区湘江中路1号	13827012345
周三十二	女	26	瑜伽教练	广东省佛山市禅城区祖庙街道1号	13628012345
吴三十三	男	40	脱口秀演员	安徽省合肥市包河区包河大道1号	13529012345
郑三十四	女	22	瑜伽教练	浙江省杭州市萧山区义桥街道1号	13730012345
冯三十五	男	33	脱口秀演员	江苏省苏州市相城区黄埭镇1号	13931012345
陈三十六	女	27	瑜伽教练	山东省潍坊市坊子区坊子街道1号	13832012345
林三十七	男	36	脱口秀演员	河南省郑州市二七区二七路1号	13633012345
周三十八	女	29	瑜伽教练	四川省成都市成华区成华大道1号	13534012345
吴三十九	男	42	脱口秀演员	湖北省武汉市东西湖区东西湖大道1号	13935012345
郑四十	女	24	瑜伽教练	湖南省长沙市芙蓉区芙蓉中路1号	13836012345
冯四十一	男	38	脱口秀演员	广东省佛山市南海区狮山镇1号	13637012345
陈四十二	女	21	瑜伽教练	安徽省合肥市瑶海区瑶海路1号	13538012345
林四十三	男	30	脱口秀演员	浙江省杭州市临平区临平街道1号	13739012345
周四十四	女	35	脱口秀演员	江苏省苏州市常熟市常熟街道1号	13940012345
吴四十五	男	44	脱口秀演员	山东省潍坊市昌乐县昌乐街道1号	13841012345
郑四十六	女	20	瑜伽教练	河南省郑州市经开区经开大道1号	13642012345
冯四十七	男	32	脱口秀演员	四川省成都市双流区双流大道1号	13543012345
陈四十八	女	28	瑜伽教练	湖北省武汉市江夏区江夏大道1号	13944012345
林四十九	男	37	脱口秀演员	湖南省长沙市雨花区雨花大道1号	13845012345
周五十	女	26	瑜伽教练	广东省佛山市顺德区大良街道1号	13646012345
吴五十一	男	40	脱口秀演员	安徽省合肥市经开区经二路1号	13547012345
郑五十二	女	22	瑜伽教练	浙江省杭州市临安区临安街道1号	13748012345
冯五十三	男	33	脱口秀演员	江苏省苏州市太仓市太仓街道1号	13949012345
陈五十四	女	27	瑜伽教练	山东省潍坊市昌乐县昌乐街道1号	13850012345
林五十五	男	36	脱口秀演员	河南省郑州市经开区经开大道1号	13651012345
周五十六	女	29	瑜伽教练	四川省成都市双流区双流大道1号	13552012345
吴五十七	男	42	脱口秀演员	湖北省武汉市江夏区江夏大道1号	13953012345
郑五十八	女	24	瑜伽教练	湖南省长沙市雨花区雨花大道1号	13854012345
冯五十九	男	38	脱口秀演员	广东省佛山市顺德区大良街道1号	13655012345
陈六十	女	21	瑜伽教练	安徽省合肥市经开区经二路1号	1

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Green Meadows (5911)

Google Earth Pro

File View Tools Help

3D Location

Address	City	State	Zip	Country
10000 Green Meadows Dr	San Diego	CA	92121	USA
10001 Green Meadows Dr	San Diego	CA	92121	USA
10002 Green Meadows Dr	San Diego	CA	92121	USA
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Exhibit A





John Gary Dr. (3111')

Google Earth Pro



**Exhibit A**



Forum Blvd / Southampton (6410')

Google Earth Pro

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**Figure 1**

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**Exhibit A**





West Nifong (4385)

Google Earth Pro

File View History Tools Help

Project

Altitude: 1000 ft

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Exhibit A



項目	金額	備註
1. 現金	100.00	
2. 銀行	50.00	
3. 有価証券	20.00	
4. 貸倒引当金	10.00	
5. 繰上償還金	5.00	
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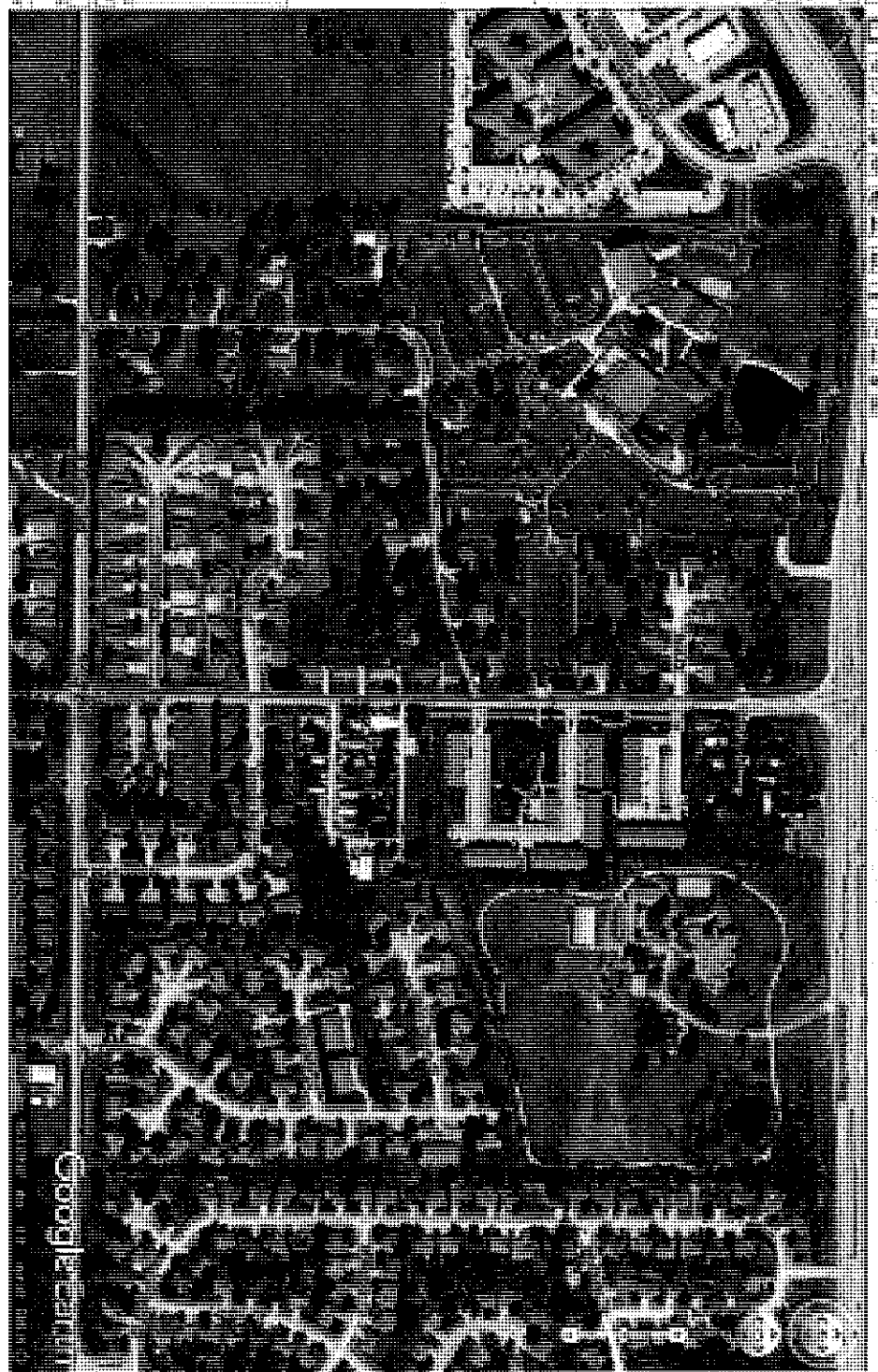
South Rock Quarry (2074')

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39. [Name]	1967	10:00	1000	1000
40. [Name]	1967	10:00	1000	1000
41. [Name]	1967	10:00	1000	1000
42. [Name]	1967	10:00	1000	1000
43. [Name]	1967	10:00	1000	1000
44. [Name]	1967	10:00	1000	1000
45. [Name]	1967	10:00	1000	1000
46. [Name]	1967	10:00	1000	1000
47. [Name]	1967	10:00	1000	1000
48. [Name]	1967	10:00	1000	1000
49. [Name]	1967	10:00	1000	1000
50. [Name]	1967	10:00	1000	1000
51. [Name]	1967	10:00	1000	1000
52. [Name]	1967	10:00	1000	1000
53. [Name]	1967	10:00	1000	1000
54. [Name]	1967	10:00	1000	1000
55. [Name]	1967	10:00	1000	1000
56. [Name]	1967	10:00	1000	1000
57. [Name]	1967	10:00	1000	1000
58. [Name]	1967	10:00	1000	1000
59. [Name]	1967	10:00	1000	1000
60. [Name]	1967	10:00	1000	1000
61. [Name]	1967	10:00	1000	1000
62. [Name]	1967	10:00	1000	1000
63. [Name]	1967	10:00	1000	1000
64. [Name]	1967	10:00	1000	1000
65. [Name]	1967	10:00	1000	1000
66. [Name]	1967	10:00	1000	1000
67. [Name]	1967	10:00	1000	1000
68. [Name]	1967	10:00	1000	1000
69. [Name]	1967	10:00	1000	1000
70. [Name]	1967	10:00	1000	1000
71. [Name]	1967	10:00	1000	1000
72. [Name]	1967	10:00	1000	1000
73. [Name]	1967	10:00	1000	1000
74. [Name]	1967	10:00	1000	1000
75. [Name]	1967	10:00	1000	1000
76. [Name]	1967	10:00	1000	1000
77. [Name]	1967	10:00	1000	1000
78. [Name]	1967	10:00	1000	1000
79. [Name]	1967	10:00	1000	1000
80. [Name]	1967	10:00	1000	1000
81. [Name]	1967	10:00	1000	1000
82. [Name]	1967	10:00	1000	1000
83. [Name]	1967	10:00	1000	1000
84. [Name]	1967	10:00	1000	1000
85. [Name]	1967	10:00	1000	1000
86. [Name]	1967	10:00	1000	1000
87. [Name]	1967	10:00	1000	1000
88. [Name]	1967	10:00	1000	1000
89. [Name]	1967	10:00	1000	1000
90. [Name]	1967	10:00	1000	1000
91. [Name]	1967	10:00	1000	1000
92. [Name]	1967	10:00	1000	1000
93. [Name]	1967	10:00	1000	1000
94. [Name]	1967	10:00	1000	1000
95. [Name]	1967	10:00	1000	1000
96. [Name]	1967	10:00	1000	1000
97. [Name]	1967	10:00	1000	1000
98. [Name]	1967	10:00	1000	1000
99. [Name]	1967	10:00	1000	1000
100. [Name]	1967	10:00	1000	1000

Exhibit A







Keene (4573)

Google Earth Pro

File View Tools Help

4573

Address	City	State	Zip	Country
1000 Main St	Keene	NH	03425	USA
1001 Main St	Keene	NH	03425	USA
1002 Main St	Keene	NH	03425	USA
1003 Main St	Keene	NH	03425	USA
1004 Main St	Keene	NH	03425	USA
1005 Main St	Keene	NH	03425	USA
1006 Main St	Keene	NH	03425	USA
1007 Main St	Keene	NH	03425	USA
1008 Main St	Keene	NH	03425	USA
1009 Main St	Keene	NH	03425	USA
1010 Main St	Keene	NH	03425	USA
1011 Main St	Keene	NH	03425	USA
1012 Main St	Keene	NH	03425	USA
1013 Main St	Keene	NH	03425	USA
1014 Main St	Keene	NH	03425	USA
1015 Main St	Keene	NH	03425	USA
1016 Main St	Keene	NH	03425	USA
1017 Main St	Keene	NH	03425	USA
1018 Main St	Keene	NH	03425	USA
1019 Main St	Keene	NH	03425	USA
1020 Main St	Keene	NH	03425	USA
1021 Main St	Keene	NH	03425	USA
1022 Main St	Keene	NH	03425	USA
1023 Main St	Keene	NH	03425	USA
1024 Main St	Keene	NH	03425	USA
1025 Main St	Keene	NH	03425	USA
1026 Main St	Keene	NH	03425	USA
1027 Main St	Keene	NH	03425	USA
1028 Main St	Keene	NH	03425	USA
1029 Main St	Keene	NH	03425	USA
1030 Main St	Keene	NH	03425	USA
1031 Main St	Keene	NH	03425	USA
1032 Main St	Keene	NH	03425	USA
1033 Main St	Keene	NH	03425	USA
1034 Main St	Keene	NH	03425	USA
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1036 Main St	Keene	NH	03425	USA
1037 Main St	Keene	NH	03425	USA
1038 Main St	Keene	NH	03425	USA
1039 Main St	Keene	NH	03425	USA
1040 Main St	Keene	NH	03425	USA
1041 Main St	Keene	NH	03425	USA
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1046 Main St	Keene	NH	03425	USA
1047 Main St	Keene	NH	03425	USA
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1062 Main St	Keene	NH	03425	USA
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1065 Main St	Keene	NH	03425	USA
1066 Main St	Keene	NH	03425	USA
1067 Main St	Keene	NH	03425	USA
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1070 Main St	Keene	NH	03425	USA
1071 Main St	Keene	NH	03425	USA
1072 Main St	Keene	NH	03425	USA
1073 Main St	Keene	NH	03425	USA
1074 Main St	Keene	NH	03425	USA
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1079 Main St	Keene	NH	03425	USA
1080 Main St	Keene	NH	03425	USA
1081 Main St	Keene	NH	03425	USA
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1084 Main St	Keene	NH	03425	USA
1085 Main St	Keene	NH	03425	USA
1086 Main St	Keene	NH	03425	USA
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1094 Main St	Keene	NH	03425	USA
1095 Main St	Keene	NH	03425	USA
1096 Main St	Keene	NH	03425	USA
1097 Main St	Keene	NH	03425	USA
1098 Main St	Keene	NH	03425	USA
1099 Main St	Keene	NH	03425	USA
1100 Main St	Keene	NH	03425	USA



Exhibit A



Hinkson / Old 63 (2287')

Google Earth Pro

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99	99	99
100	100	100

**Exhibit A**





Paquin (352')







N. Creasy Springs / Wingham (2814)

Google Earth Pro

File View History Tools Help

3D Warehouse

1	Google Earth Pro
2	File View History Tools Help
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4	Google Earth Pro
5	File View History Tools Help
6	3D Warehouse
7	Google Earth Pro
8	File View History Tools Help
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95	File View History Tools Help
96	3D Warehouse
97	Google Earth Pro
98	File View History Tools Help
99	3D Warehouse
100	Google Earth Pro



Exhibit A



West Texas Ave (2360')

Google Earth Pro

File View Tools Help

3D Streets

West Texas Ave (2360')

Address	Owner	Area	Acres	Value
10000 West Texas Ave	Bluebird	10000	1.00	1000000
10001 West Texas Ave	Bluebird	10001	1.00	1000000
10002 West Texas Ave	Bluebird	10002	1.00	1000000
10003 West Texas Ave	Bluebird	10003	1.00	1000000
10004 West Texas Ave	Bluebird	10004	1.00	1000000
10005 West Texas Ave	Bluebird	10005	1.00	1000000
10006 West Texas Ave	Bluebird	10006	1.00	1000000
10007 West Texas Ave	Bluebird	10007	1.00	1000000
10008 West Texas Ave	Bluebird	10008	1.00	1000000
10009 West Texas Ave	Bluebird	10009	1.00	1000000
10010 West Texas Ave	Bluebird	10010	1.00	1000000
10011 West Texas Ave	Bluebird	10011	1.00	1000000
10012 West Texas Ave	Bluebird	10012	1.00	1000000
10013 West Texas Ave	Bluebird	10013	1.00	1000000
10014 West Texas Ave	Bluebird	10014	1.00	1000000
10015 West Texas Ave	Bluebird	10015	1.00	1000000
10016 West Texas Ave	Bluebird	10016	1.00	1000000
10017 West Texas Ave	Bluebird	10017	1.00	1000000
10018 West Texas Ave	Bluebird	10018	1.00	1000000
10019 West Texas Ave	Bluebird	10019	1.00	1000000
10020 West Texas Ave	Bluebird	10020	1.00	1000000
10021 West Texas Ave	Bluebird	10021	1.00	1000000
10022 West Texas Ave	Bluebird	10022	1.00	1000000
10023 West Texas Ave	Bluebird	10023	1.00	1000000
10024 West Texas Ave	Bluebird	10024	1.00	1000000
10025 West Texas Ave	Bluebird	10025	1.00	1000000
10026 West Texas Ave	Bluebird	10026	1.00	1000000
10027 West Texas Ave	Bluebird	10027	1.00	1000000
10028 West Texas Ave	Bluebird	10028	1.00	1000000
10029 West Texas Ave	Bluebird	10029	1.00	1000000
10030 West Texas Ave	Bluebird	10030	1.00	1000000
10031 West Texas Ave	Bluebird	10031	1.00	1000000
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10033 West Texas Ave	Bluebird	10033	1.00	1000000
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10096 West Texas Ave	Bluebird	10096	1.00	1000000
10097 West Texas Ave	Bluebird	10097	1.00	1000000
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10100 West Texas Ave	Bluebird	10100	1.00	1000000

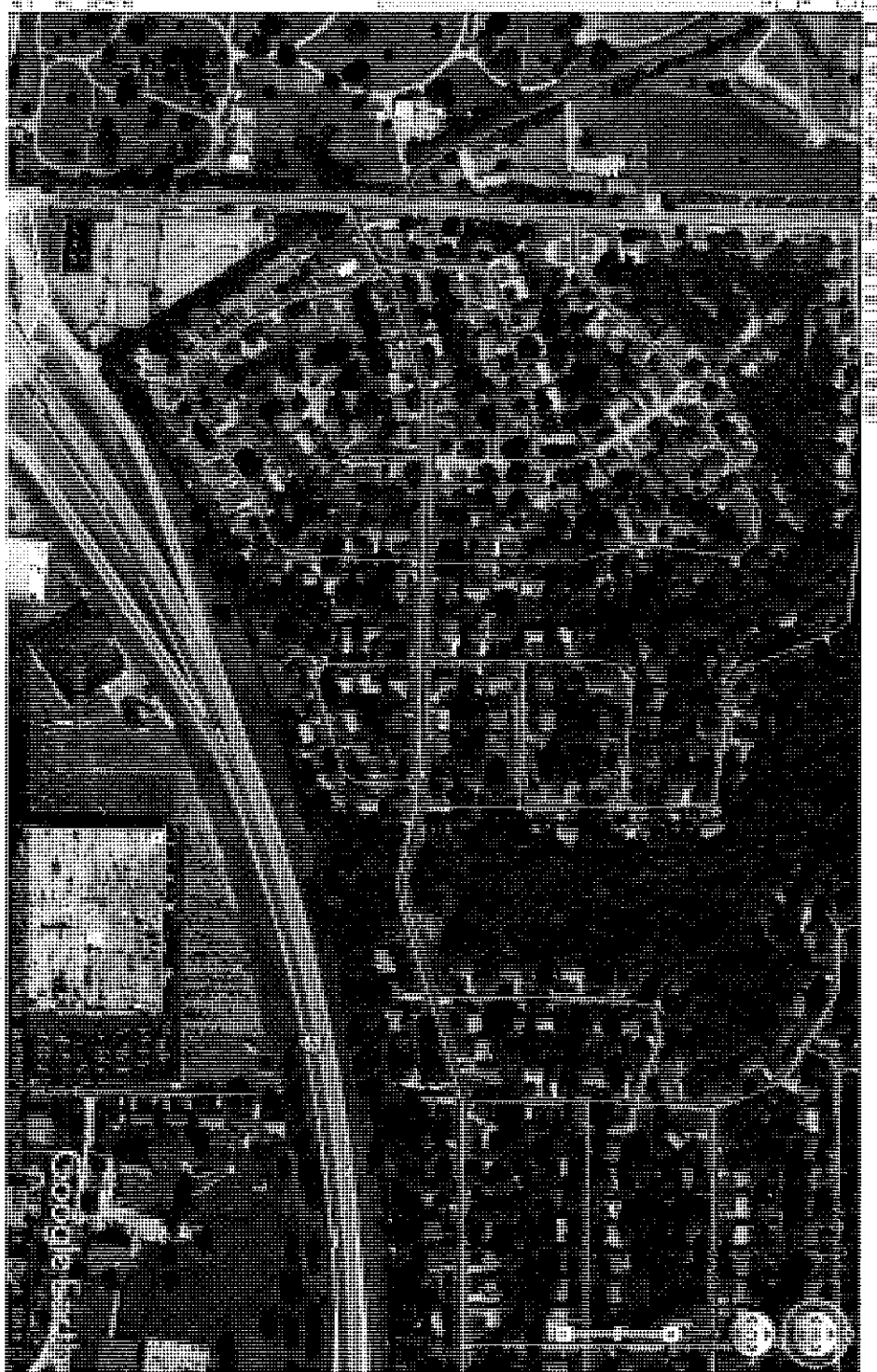


Exhibit A

N. Creasy Springs (1043)

Google Earth Pro

File Edit View Tools Help

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Google Earth Pro

Exhibit A





Oak St (2911)

Google Earth Pro

File View Tools Help

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Exhibit A

West Worley (3863)

Google Earth Pro

File View History Settings Help

3D

Layers

Tools

Windows

Help

Google Earth Pro

Google Earth Pro

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Exhibit A











Chapel Hill Rd (5038')

Google Earth Pro

File View History Tools Help

3D

Layers

Tools

Help

Google Earth Pro

Google Earth Pro

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Google Earth Pro

Exhibit A



1-70 Dr NW (5834')

[illegible][illegible]

Exhibit A



Clark Ln (3319)

City: Bismarck

Map Date: 2004

Map Scale: 1:10,000

Address	Owner	Parcel ID
Clark Ln (3319)	Clark Ln (3319)	3319
Clark Ln (3320)	Clark Ln (3320)	3320
Clark Ln (3321)	Clark Ln (3321)	3321
Clark Ln (3322)	Clark Ln (3322)	3322
Clark Ln (3323)	Clark Ln (3323)	3323
Clark Ln (3324)	Clark Ln (3324)	3324
Clark Ln (3325)	Clark Ln (3325)	3325
Clark Ln (3326)	Clark Ln (3326)	3326
Clark Ln (3327)	Clark Ln (3327)	3327
Clark Ln (3328)	Clark Ln (3328)	3328
Clark Ln (3329)	Clark Ln (3329)	3329
Clark Ln (3330)	Clark Ln (3330)	3330
Clark Ln (3331)	Clark Ln (3331)	3331
Clark Ln (3332)	Clark Ln (3332)	3332
Clark Ln (3333)	Clark Ln (3333)	3333
Clark Ln (3334)	Clark Ln (3334)	3334
Clark Ln (3335)	Clark Ln (3335)	3335
Clark Ln (3336)	Clark Ln (3336)	3336
Clark Ln (3337)	Clark Ln (3337)	3337
Clark Ln (3338)	Clark Ln (3338)	3338
Clark Ln (3339)	Clark Ln (3339)	3339
Clark Ln (3340)	Clark Ln (3340)	3340
Clark Ln (3341)	Clark Ln (3341)	3341
Clark Ln (3342)	Clark Ln (3342)	3342
Clark Ln (3343)	Clark Ln (3343)	3343
Clark Ln (3344)	Clark Ln (3344)	3344
Clark Ln (3345)	Clark Ln (3345)	3345
Clark Ln (3346)	Clark Ln (3346)	3346
Clark Ln (3347)	Clark Ln (3347)	3347
Clark Ln (3348)	Clark Ln (3348)	3348
Clark Ln (3349)	Clark Ln (3349)	3349
Clark Ln (3350)	Clark Ln (3350)	3350
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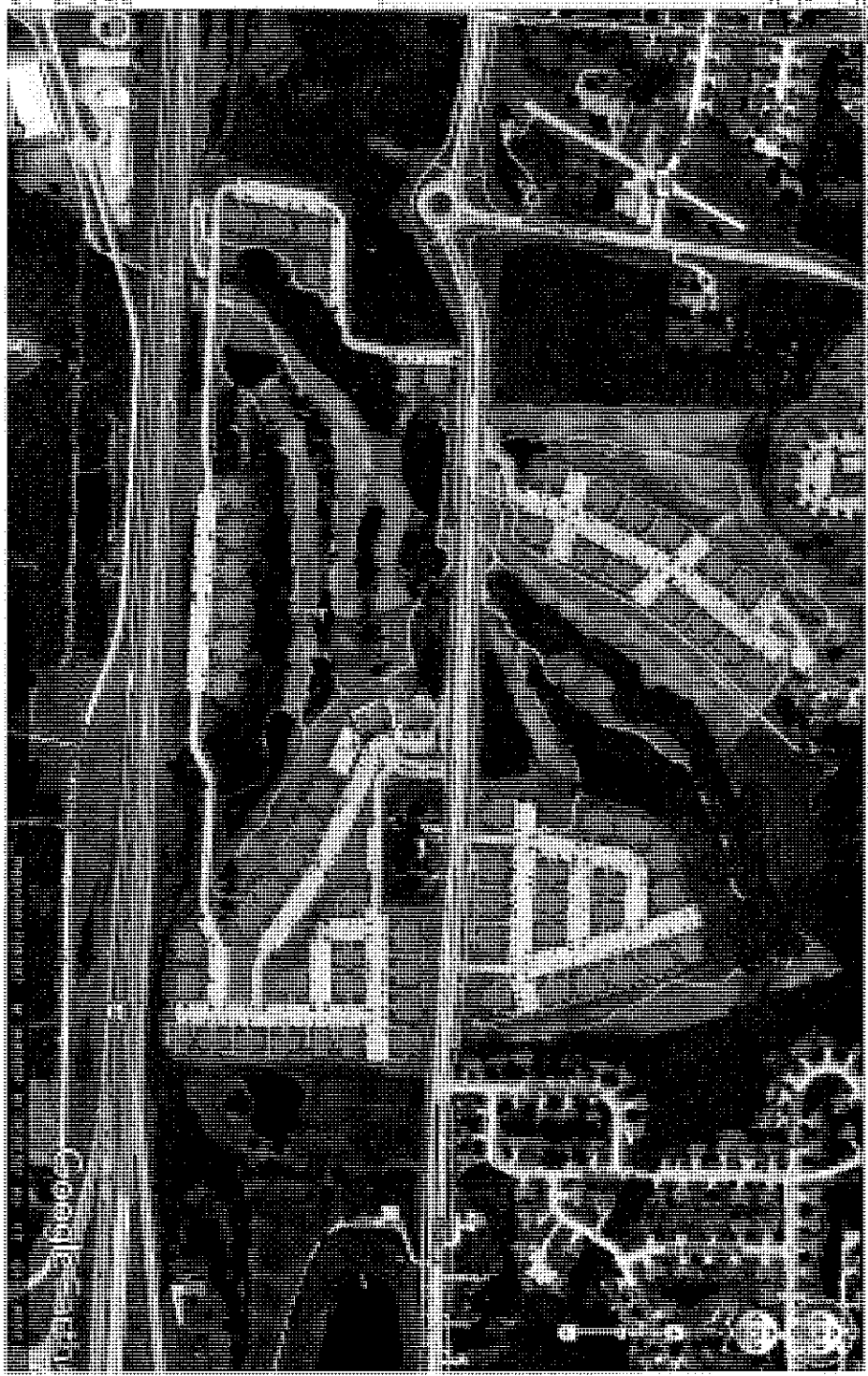


Exhibit A



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Old 63 (1406')

Google Earth Pro

年份	地区	人口 (万人)	人口密度 (人/平方公里)	人口增长率 (%)	人口素质 (平均受教育年限)	人口结构 (0-14岁占比 %)	人口流动 (净迁入/迁出万人)	人口政策 (生育率)	人口问题 (主要问题)
1990	中国	11.33	122	1.07	7.2	22.89	0.05	2.1	人口基数大, 增长快
1995	中国	12.11	135	1.07	7.5	22.89	0.05	2.1	人口基数大, 增长快
2000	中国	12.67	145	1.07	7.8	22.89	0.05	2.1	人口基数大, 增长快
2005	中国	13.28	155	1.07	8.1	22.89	0.05	2.1	人口基数大, 增长快
2010	中国	13.70	165	1.07	8.4	22.89	0.05	2.1	人口基数大, 增长快
2015	中国	14.12	175	1.07	8.7	22.89	0.05	2.1	人口基数大, 增长快
2020	中国	14.54	185	1.07	9.0	22.89	0.05	2.1	人口基数大, 增长快
2025	中国	14.96	195	1.07	9.3	22.89	0.05	2.1	人口基数大, 增长快
2030	中国	15.38	205	1.07	9.6	22.89	0.05	2.1	人口基数大, 增长快
2035	中国	15.80	215	1.07	9.9	22.89	0.05	2.1	人口基数大, 增长快
2040	中国	16.22	225	1.07	10.2	22.89	0.05	2.1	人口基数大, 增长快
2045	中国	16.64	235	1.07	10.5	22.89	0.05	2.1	人口基数大, 增长快
2050	中国	17.06	245	1.07	10.8	22.89	0.05	2.1	人口基数大, 增长快
2055	中国	17.48	255	1.07	11.1	22.89	0.05	2.1	人口基数大, 增长快
2060	中国	17.90	265	1.07	11.4	22.89	0.05	2.1	人口基数大, 增长快
2065	中国	18.32	275	1.07	11.7	22.89	0.05	2.1	人口基数大, 增长快
2070	中国	18.74	285	1.07	12.0	22.89	0.05	2.1	人口基数大, 增长快
2075	中国	19.16	295	1.07	12.3	22.89	0.05	2.1	人口基数大, 增长快
2080	中国	19.58	305	1.07	12.6	22.89	0.05	2.1	人口基数大, 增长快
2085	中国	20.00	315	1.07	12.9	22.89	0.05	2.1	人口基数大, 增长快
2090	中国	20.42	325	1.07	13.2	22.89	0.05	2.1	人口基数大, 增长快
2095	中国	20.84	335	1.07	13.5	22.89	0.05	2.1	人口基数大, 增长快
2100	中国	21.26	345	1.07	13.8	22.89	0.05	2.1	人口基数大, 增长快

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年份	地区	项目	单位	数量	备注
1950	上海	棉布	上海棉布公司	100000	
1951	上海	棉布	上海棉布公司	120000	
1952	上海	棉布	上海棉布公司	150000	
1953	上海	棉布	上海棉布公司	180000	
1954	上海	棉布	上海棉布公司	200000	
1955	上海	棉布	上海棉布公司	220000	
1956	上海	棉布	上海棉布公司	250000	
1957	上海	棉布	上海棉布公司	280000	
1958	上海	棉布	上海棉布公司	300000	
1959	上海	棉布	上海棉布公司	320000	
1960	上海	棉布	上海棉布公司	350000	
1961	上海	棉布	上海棉布公司	380000	
1962	上海	棉布	上海棉布公司	400000	
1963	上海	棉布	上海棉布公司	420000	
1964	上海	棉布	上海棉布公司	450000	
1965	上海	棉布	上海棉布公司	480000	
1966	上海	棉布	上海棉布公司	500000	
1967	上海	棉布	上海棉布公司	520000	
1968	上海	棉布	上海棉布公司	550000	
1969	上海	棉布	上海棉布公司	580000	
1970	上海	棉布	上海棉布公司	600000	
1971	上海	棉布	上海棉布公司	620000	
1972	上海	棉布	上海棉布公司	650000	
1973	上海	棉布	上海棉布公司	680000	
1974	上海	棉布	上海棉布公司	700000	
1975	上海	棉布	上海棉布公司	720000	
1976	上海	棉布	上海棉布公司	750000	
1977	上海	棉布	上海棉布公司	780000	
1978	上海	棉布	上海棉布公司	800000	
1979	上海	棉布	上海棉布公司	820000	
1980	上海	棉布	上海棉布公司	850000	
1981	上海	棉布	上海棉布公司	880000	
1982	上海	棉布	上海棉布公司	900000	
1983	上海	棉布	上海棉布公司	920000	
1984	上海	棉布	上海棉布公司	950000	
1985	上海	棉布	上海棉布公司	980000	
1986	上海	棉布	上海棉布公司	1000000	
1987	上海	棉布	上海棉布公司	1020000	
1988	上海	棉布	上海棉布公司	1050000	
1989	上海	棉布	上海棉布公司	1080000	
1990	上海	棉布	上海棉布公司	1100000	
1991	上海	棉布	上海棉布公司	1120000	
1992	上海	棉布	上海棉布公司	1150000	
1993	上海	棉布	上海棉布公司	1180000	
1994	上海	棉布	上海棉布公司	1200000	
1995	上海	棉布	上海棉布公司	1220000	
1996	上海	棉布	上海棉布公司	1250000	
1997	上海	棉布	上海棉布公司	1280000	
1998	上海	棉布	上海棉布公司	1300000	
1999	上海	棉布	上海棉布公司	1320000	
2000	上海	棉布	上海棉布公司	1350000	
2001	上海	棉布	上海棉布公司	1380000	
2002	上海	棉布	上海棉布公司	1400000	
2003	上海	棉布	上海棉布公司	1420000	
2004	上海	棉布	上海棉布公司	1450000	
2005	上海	棉布	上海棉布公司	1480000	
2006	上海	棉布	上海棉布公司	1500000	
2007	上海	棉布	上海棉布公司	1520000	
2008	上海	棉布	上海棉布公司	1550000	
2009	上海	棉布	上海棉布公司	1580000	
2010	上海	棉布	上海棉布公司	1600000	
2011	上海	棉布	上海棉布公司	1620000	
2012	上海	棉布	上海棉布公司	1650000	
2013	上海	棉布	上海棉布公司	1680000	
2014	上海	棉布	上海棉布公司	1700000	
2015	上海	棉布	上海棉布公司	1720000	
2016	上海	棉布	上海棉布公司	1750000	
2017	上海	棉布	上海棉布公司	1780000	

項目	單位	數量	金額	備註
一、基本建設				
1. 房屋建築				
2. 廠房建築				
3. 倉庫建築				
4. 辦公室建築				
5. 宿舍建築				
6. 浴室建築				
7. 廁所建築				
8. 廚房建築				
9. 門衛室建築				
10. 其他建築				
二、設備購置				
1. 機器設備				
2. 電氣設備				
3. 運輸設備				
4. 辦公設備				
5. 生活設備				
6. 其他設備				
三、其他支出				
1. 材料費				
2. 運費				
3. 保險費				
4. 維修費				
5. 其他費用				

姓名	性别	年龄	籍贯	民族	文化程度	职业	住址	电话	备注
李德全	男	45	湖南	汉族	高中	教师	长沙市	1234	
王小明	男	32	湖北	汉族	大学	工程师	武汉市	5678	
张小红	女	28	广东	汉族	初中	售货员	广州市	9012	
刘国强	男	55	四川	汉族	小学	农民	成都市	3456	
陈丽娟	女	38	浙江	汉族	高中	护士	杭州市	7890	
赵子龙	男	42	陕西	汉族	大学	教授	西安市	2345	
孙文杰	男	35	山东	汉族	初中	工人	济南市	6789	
周美玲	女	25	福建	汉族	高中	学生	福州市	0123	
吴大伟	男	50	河南	汉族	小学	干部	郑州市	4567	
徐小芳	女	30	广西	汉族	大学	医生	南宁市	8901	
黄志坚	男	48	江西	汉族	高中	技术员	南昌市	2109	
林晓燕	女	22	安徽	汉族	初中	售货员	合肥市	5432	
郭永强	男	52	山西	汉族	小学	工人	太原市	9876	
李秀英	女	36	湖南	汉族	高中	教师	长沙市	1098	
王建国	男	40	湖北	汉族	大学	工程师	武汉市	3210	
张华	男	27	广东	汉族	初中	售货员	广州市	6543	
刘伟	男	58	四川	汉族	小学	农民	成都市	0987	
陈静	女	33	浙江	汉族	高中	护士	杭州市	4321	
赵刚	男	43	陕西	汉族	大学	教授	西安市	7654	
孙丽	女	31	山东	汉族	初中	工人	济南市	2109	
周强	男	24	福建	汉族	高中	学生	福州市	5432	
吴小	男	51	河南	汉族	小学	干部	郑州市	9876	
徐芳	女	29	广西	汉族	大学	医生	南宁市	1098	
黄志	男	47	江西	汉族	高中	技术员	南昌市	3210	
林晓	女	21	安徽	汉族	初中	售货员	合肥市	6543	
郭永	男	53	山西	汉族	小学	工人	太原市	0987	
李秀	女	37	湖南	汉族	高中	教师	长沙市	4321	
王建	男	41	湖北	汉族	大学	工程师	武汉市	7654	
张华	男	26	广东	汉族	初中	售货员	广州市	2109	
刘伟	男	59	四川	汉族	小学	农民	成都市	5432	
陈静	女	34	浙江	汉族	高中	护士	杭州市	9876	
赵刚	男	44	陕西	汉族	大学	教授	西安市	1098	
孙丽	女	32	山东	汉族	初中	工人	济南市	3210	
周强	男	23	福建	汉族	高中	学生	福州市	6543	
吴小	男	52	河南	汉族	小学	干部	郑州市	0987	
徐芳	女	30	广西	汉族	大学	医生	南宁市	4321	
黄志	男	49	江西	汉族	高中	技术员	南昌市	7654	
林晓	女	20	安徽	汉族	初中	售货员	合肥市	2109	
郭永	男	54	山西	汉族	小学	工人	太原市	5432	
李秀	女	38	湖南	汉族	高中	教师	长沙市	9876	
王建	男	42	湖北	汉族	大学	工程师	武汉市	1098	
张华	男	27	广东	汉族	初中	售货员	广州市	3210	
刘伟	男	60	四川	汉族	小学	农民	成都市	6543	
陈静	女	35	浙江	汉族	高中	护士	杭州市	0987	
赵刚	男	45	陕西	汉族	大学	教授	西安市	4321	
孙丽	女	33	山东	汉族	初中	工人	济南市	7654	
周强	男	24	福建	汉族	高中	学生	福州市	2109	
吴小	男	53	河南	汉族	小学	干部	郑州市	5432	
徐芳	女	31	广西	汉族	大学	医生	南宁市	9876	
黄志	男	50	江西	汉族	高中	技术员	南昌市	10	

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姓名	性别	年龄	民族	籍贯	职业	文化程度	政治面貌	婚姻状况	健康状况	其他
王德胜	男	45	汉族	山东烟台	教师	高中	中共党员	已婚	良好	
李秀英	女	38	汉族	河南郑州	护士	初中	中共党员	已婚	良好	
张国强	男	52	汉族	江苏苏州	工程师	大学	中共党员	已婚	良好	
刘小红	女	28	汉族	四川成都	会计	高中	中共党员	已婚	良好	
陈为民	男	40	汉族	浙江杭州	医生	大学	中共党员	已婚	良好	
赵子龙	男	35	汉族	广东广州	程序员	高中	中共党员	已婚	良好	
孙丽娟	女	32	汉族	湖南长沙	教师	大学	中共党员	已婚	良好	
周大伟	男	48	汉族	湖北武汉	经理	高中	中共党员	已婚	良好	
吴小芳	女	25	汉族	福建厦门	设计师	高中	中共党员	已婚	良好	
郑为民	男	50	汉族	安徽合肥	工人	初中	中共党员	已婚	良好	
冯小华	女	30	汉族	江西九江	教师	高中	中共党员	已婚	良好	
马国强	男	42	汉族	广西柳州	司机	初中	中共党员	已婚	良好	
宋小红	女	27	汉族	云南昆明	护士	高中	中共党员	已婚	良好	
周为民	男	37	汉族	贵州贵阳	工程师	大学	中共党员	已婚	良好	
吴小芳	女	33	汉族	四川成都	会计	高中	中共党员	已婚	良好	
郑为民	男	47	汉族	湖北武汉	经理	高中	中共党员	已婚	良好	
冯小华	女	29	汉族	江西九江	教师	高中	中共党员	已婚	良好	
马国强	男	41	汉族	广西柳州	司机	初中	中共党员	已婚	良好	
宋小红	女	26	汉族	云南昆明	护士	高中	中共党员	已婚	良好	
周为民	男	36	汉族	贵州贵阳	工程师	大学	中共党员	已婚	良好	
吴小芳	女	31	汉族	四川成都	会计	高中	中共党员	已婚	良好	
郑为民	男	46	汉族	湖北武汉	经理	高中	中共党员	已婚	良好	
冯小华	女	28	汉族	江西九江	教师	高中	中共党员	已婚	良好	
马国强	男	40	汉族	广西柳州	司机	初中	中共党员	已婚	良好	
宋小红	女	25	汉族	云南昆明	护士	高中	中共党员	已婚	良好	
周为民	男	35	汉族	贵州贵阳	工程师	大学	中共党员	已婚	良好	
吴小芳	女	30	汉族	四川成都	会计	高中	中共党员	已婚	良好	
郑为民	男	45	汉族	湖北武汉	经理	高中	中共党员	已婚	良好	
冯小华	女	27	汉族	江西九江	教师	高中	中共党员	已婚	良好	
马国强	男	39	汉族	广西柳州	司机	初中	中共党员	已婚	良好	
宋小红	女	24	汉族	云南昆明	护士	高中	中共党员	已婚	良好	
周为民	男	34	汉族	贵州贵阳	工程师	大学	中共党员	已婚	良好	
吴小芳	女	29	汉族	四川成都	会计	高中	中共党员	已婚	良好	
郑为民	男	44	汉族	湖北武汉	经理	高中	中共党员	已婚	良好	
冯小华	女	26	汉族	江西九江	教师	高中	中共党员	已婚	良好	
马国强	男	38	汉族	广西柳州	司机	初中	中共党员	已婚	良好	
宋小红	女	23	汉族	云南昆明	护士	高中	中共党员	已婚	良好	
周为民	男	33	汉族	贵州贵阳	工程师	大学	中共党员	已婚	良好	
吴小芳	女	28	汉族	四川成都	会计	高中	中共党员	已婚	良好	
郑为民	男	43	汉族	湖北武汉	经理	高中	中共党员	已婚	良好	
冯小华	女	25	汉族	江西九江	教师	高中	中共党员	已婚	良好	
马国强	男	37	汉族	广西柳州	司机	初中	中共党员	已婚	良好	
宋小红	女	22	汉族	云南昆明	护士	高中	中共党员	已婚	良好	
周为民	男	32	汉族	贵州贵阳	工程师	大学	中共党员	已婚	良好	
吴小芳	女	27	汉族	四川成都	会计	高中	中共党员	已婚	良好	
郑为民	男	42	汉族	湖北武汉	经理	高中	中共党员	已婚	良好	
冯小华	女	24	汉族	江西九江	教师	高中	中共党员			

[illegible]

姓名	性别	年龄	籍贯	民族	文化程度	职业	政治面貌	宗教信仰	婚姻状况	子女情况	健康状况	其他
王德胜	男	45	山东	汉族	高中	工人	中共党员	无	已婚	2子1女	良好	
李秀英	女	42	河北	汉族	初中	家庭主妇	群众	无	已婚	2子1女	良好	
张国强	男	38	河南	汉族	大学	教师	中共党员	无	已婚	1子1女	良好	
刘小红	女	35	江苏	汉族	高中	护士	群众	无	已婚	1子1女	良好	
陈为民	男	50	浙江	汉族	初中	农民	群众	无	已婚	3子2女	良好	
赵子龙	男	28	四川	汉族	大学	程序员	中共党员	无	未婚	无	良好	
周美兰	女	32	湖南	汉族	高中	售货员	群众	无	已婚	1子1女	良好	
吴大伟	男	40	广东	汉族	初中	工人	群众	无	已婚	2子1女	良好	
孙丽娟	女	30	湖北	汉族	大学	医生	中共党员	无	未婚	无	良好	
郑国强	男	48	山西	汉族	高中	工人	群众	无	已婚	2子1女	良好	
马小芳	女	25	陕西	汉族	初中	服务员	群众	无	未婚	无	良好	
徐为民	男	35	安徽	汉族	大学	工程师	中共党员	无	已婚	1子1女	良好	
周小红	女	33	江西	汉族	高中	教师	群众	无	已婚	1子1女	良好	
吴大刚	男	42	福建	汉族	初中	工人	群众	无	已婚	2子1女	良好	
孙丽娟	女	28	广西	汉族	大学	护士	中共党员	无	未婚	无	良好	
郑国强	男	38	云南	汉族	高中	工人	群众	无	已婚	1子1女	良好	
马小芳	女	22	贵州	汉族	初中	服务员	群众	无	未婚	无	良好	
徐为民	男	30	海南	汉族	大学	程序员	中共党员	无	已婚	1子1女	良好	
周小红	女	27	重庆	汉族	高中	售货员	群众	无	未婚	无	良好	
吴大刚	男	35	四川	汉族	初中	工人	群众	无	已婚	1子1女	良好	
孙丽娟	女	25	湖南	汉族	大学	医生	中共党员	无	未婚	无	良好	
郑国强	男	32	湖北	汉族	高中	工人	群众	无	已婚	1子1女	良好	
马小芳	女	20	河南	汉族	初中	服务员	群众	无	未婚	无	良好	
徐为民	男	28	河北	汉族	大学	工程师	中共党员	无	已婚	1子1女	良好	
周小红	女	24	山东	汉族	高中	售货员	群众	无	未婚	无	良好	
吴大刚	男	22	浙江	汉族	初中	工人	群众	无	已婚	1子1女	良好	
孙丽娟	女	20	江苏	汉族	大学	护士	中共党员	无	未婚	无	良好	
郑国强	男	18	安徽	汉族	高中	工人	群众	无	已婚	1子1女	良好	
马小芳	女	16	江西	汉族	初中	服务员	群众	无	未婚	无	良好	
徐为民	男	15	福建	汉族	大学	程序员	中共党员	无	已婚	1子1女	良好	
周小红	女	14	广西	汉族	高中	售货员	群众	无	未婚	无	良好	
吴大刚	男	12	广东	汉族	初中	工人	群众	无	已婚	1子1女	良好	
孙丽娟	女	10	湖北	汉族	大学	医生	中共党员	无	未婚	无	良好	
郑国强	男	8	湖南	汉族	高中	工人	群众	无	已婚	1子1女	良好	
马小芳	女	6	河南	汉族	初中	服务员	群众	无	未婚	无	良好	
徐为民	男	4	河北	汉族	大学	工程师	中共党员	无	已婚	1子1女	良好	
周小红	女	2	山东	汉族	高中	售货员	群众	无	未婚	无	良好	

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品名	単位	数量	金額	備考
小麦	kg	100	1000	
大豆	kg	50	500	
米	kg	200	2000	
雑穀	kg	100	1000	
油	kg	50	500	
塩	kg	10	100	
糖	kg	50	500	
酒	kg	100	1000	
肉	kg	50	500	
魚	kg	50	500	
野菜	kg	100	1000	
果物	kg	50	500	
その他	kg	100	1000	
合計			10000	

[illegible][illegible][illegible]

姓名	性别	年龄	籍贯	民族	文化程度	职业	婚姻	子女	备注
王德胜	男	45	山东	汉族	高中	工人	已婚	2	
李秀英	女	42	河北	汉族	初中	家庭主妇	已婚	1	
张国强	男	38	河南	汉族	大学	教师	已婚	2	
刘小红	女	35	江苏	汉族	高中	护士	已婚	1	
陈为民	男	50	浙江	汉族	小学	农民	已婚	3	
赵大刚	男	48	湖北	汉族	初中	工人	已婚	2	
孙丽娟	女	40	湖南	汉族	高中	售货员	已婚	1	
周建民	男	32	四川	汉族	大学	工程师	已婚	2	
吴小芳	女	28	广东	汉族	初中	文员	已婚	1	
郑为民	男	55	安徽	汉族	小学	农民	已婚	3	
冯大刚	男	43	江西	汉族	高中	工人	已婚	2	
李秀英	女	39	福建	汉族	初中	家庭主妇	已婚	1	
张国强	男	36	广西	汉族	大学	教师	已婚	2	
刘小红	女	33	贵州	汉族	高中	护士	已婚	1	
陈为民	男	52	云南	汉族	小学	农民	已婚	3	
赵大刚	男	46	陕西	汉族	初中	工人	已婚	2	
孙丽娟	女	41	甘肃	汉族	高中	售货员	已婚	1	
周建民	男	34	宁夏	汉族	大学	工程师	已婚	2	
吴小芳	女	29	青海	汉族	初中	文员	已婚	1	
郑为民	男	56	新疆	汉族	小学	农民	已婚	3	
冯大刚	男	44	内蒙古	汉族	高中	工人	已婚	2	
李秀英	女	40	吉林	汉族	初中	家庭主妇	已婚	1	
张国强	男	37	辽宁	汉族	大学	教师	已婚	2	
刘小红	女	34	黑龙江	汉族	高中	护士	已婚	1	
陈为民	男	53	山西	汉族	小学	农民	已婚	3	
赵大刚	男	47	山东	汉族	初中	工人	已婚	2	
孙丽娟	女	42	河北	汉族	高中	售货员	已婚	1	
周建民	男	35	河南	汉族	大学	工程师	已婚	2	
吴小芳	女	30	江苏	汉族	初中	文员	已婚	1	
郑为民	男	57	浙江	汉族	小学	农民	已婚	3	
冯大刚	男	45	湖北	汉族	高中	工人	已婚	2	
李秀英	女	41	湖南	汉族	初中	家庭主妇	已婚	1	
张国强	男	38	四川	汉族	大学	教师	已婚	2	
刘小红	女	35	广东	汉族	高中	护士	已婚	1	
陈为民	男	54	安徽	汉族	小学	农民	已婚	3	
赵大刚	男	48	江西	汉族	初中	工人	已婚	2	
孙丽娟	女	43	福建	汉族	高中	售货员	已婚	1	
周建民	男	36	广西	汉族	大学	工程师	已婚	2	
吴小芳	女	31	贵州	汉族	初中	文员	已婚	1	
郑为民	男	58	云南	汉族	小学	农民	已婚	3	
冯大刚	男	46	陕西	汉族	高中	工人	已婚	2	
李秀英	女	42	甘肃	汉族	初中	家庭主妇	已婚	1	
张国强	男	39	宁夏	汉族	大学	教师	已婚	2	
刘小红	女	36	青海	汉族	高中	护士	已婚	1	
陈为民	男	55	新疆	汉族	小学	农民	已婚	3	
赵大刚	男	49	内蒙古	汉族	初中	工人	已婚	2	
孙丽娟	女	44	吉林	汉族	高中	售货员	已婚	1	
周建民	男	37	辽宁	汉族	大学	工程师	已婚	2	
吴小芳	女	32	黑龙江	汉族	初中	文员	已婚	1	
郑为民	男	59	山西	汉族	小学	农民	已婚	3	
冯大刚	男	47	山东	汉族	高中	工人	已婚	2	
李秀英	女	43							

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項目	單位	數量	金額	備註
1. 材料費	材料費	100.00	100.00	
2. 工資	工資	200.00	200.00	
3. 福利費	福利費	20.00	20.00	
4. 材料費	材料費	100.00	100.00	
5. 工資	工資	200.00	200.00	
6. 福利費	福利費	20.00	20.00	
7. 材料費	材料費	100.00	100.00	
8. 工資	工資	200.00	200.00	
9. 福利費	福利費	20.00	20.00	
10. 材料費	材料費	100.00	100.00	
11. 工資	工資	200.00	200.00	
12. 福利費	福利費	20.00	20.00	
13. 材料費	材料費	100.00	100.00	
14. 工資	工資	200.00	200.00	
15. 福利費	福利費	20.00	20.00	
16. 材料費	材料費	100.00	100.00	
17. 工資	工資	200.00	200.00	
18. 福利費	福利費	20.00	20.00	
19. 材料費	材料費	100.00	100.00	
20. 工資	工資	200.00	200.00	
21. 福利費	福利費	20.00	20.00	
22. 材料費	材料費	100.00	100.00	
23. 工資	工資	200.00	200.00	
24. 福利費	福利費	20.00	20.00	
25. 材料費	材料費	100.00	100.00	
26. 工資	工資	200.00	200.00	
27. 福利費	福利費	20.00	20.00	
28. 材料費	材料費	100.00	100.00	
29. 工資	工資	200.00	200.00	
30. 福利費	福利費	20.00	20.00	
31. 材料費	材料費	100.00	100.00	
32. 工資	工資	200.00	200.00	
33. 福利費	福利費	20.00	20.00	
34. 材料費	材料費	100.00	100.00	
35. 工資	工資	200.00	200.00	
36. 福利費	福利費	20.00	20.00	
37. 材料費	材料費	100.00	100.00	
38. 工資	工資	200.00	200.00	
39. 福利費	福利費	20.00	20.00	
40. 材料費	材料費	100.00	100.00	
41. 工資	工資	200.00	200.00	
42. 福利費	福利費	20.00	20.00	
43. 材料費	材料費	100.00	100.00	
44. 工資	工資	200.00	200.00	
45. 福利費	福利費	20.00	20.00	
46. 材料費	材料費	100.00	100.00	
47. 工資	工資	200.00	200.00	
48. 福利費	福利費	20.00	20.00	
49. 材料費	材料費	100.00	100.00	
50. 工資	工資	200.00	200.00	
51. 福利費	福利費	20.00	20.00	
52. 材料費	材料費	100.00	100.00	
53. 工資	工資	200.00	200.00	
54. 福利費	福利費	20.00	20.00	
55. 材料費	材料費	100.00	100.00	
56. 工資	工資	200.00	200.00	
57. 福利費	福利費	20.00	20.00	
58. 材料費	材料費	100.00	100.00	
59. 工資	工資	200.00	200.00	
60. 福利費	福利費	20.00	20.00	
61. 材料費	材料費	100.00	100.00	
62. 工資	工資	200.00	200.00	
63. 福利費	福利費	20.00	20.00	
64. 材料費	材料費	100.00	100.00	
65. 工資	工資	200.00	200.00	
66. 福利費	福利費	20.00	20.00	
67. 材料費	材料費	100.00	100.00	
68. 工資	工資	200.00	200.00	
69. 福利費	福利費	20.00	20.00	
70. 材料費	材料費	100.00	100.00	
71. 工資	工資	200.00	200.00	
72. 福利費	福利費	20.00	20.00	
73. 材料費	材料費	100.00	100.00	
74. 工資	工資	200.00	200.00	

項目	単位	数値
総人口	人	1,234,567
男性人口	人	612,345
女性人口	人	622,222
人口密度	人/平方キロメートル	123.45
出生率	‰	10.5
死亡率	‰	8.2
自然増減率	‰	2.3
平均寿命	歳	75.6
識字率	%	98.5
就学率	%	99.2
労働力人口	人	543,210
失業率	%	5.8
所得総額	億円	1,567.8
一人当たり所得	円	125,678
消費税率	%	10.0
財政赤字	億円	234.5
国債発行額	億円	567.8
外債残高	億円	123.4
貿易収支	億円	456.7
対外依存度	%	15.2
環境指標	単位	1.23
社会福祉	単位	2.34
健康指標	単位	3.45
教育指標	単位	4.56
文化指標	単位	5.67
スポーツ指標	単位	6.78
芸術指標	単位	7.89
科学指標	単位	8.90
技術指標	単位	9.01
産業指標	単位	10.12
サービス指標	単位	11.23
情報指標	単位	12.34
環境指標	単位	13.45
社会指標	単位	14.56
健康指標	単位	15.67
教育指標	単位	16.78
文化指標	単位	17.89
スポーツ指標	単位	18.90
芸術指標	単位	19.01
科学指標	単位	20.12
技術指標	単位	21.23
産業指標	単位	22.34
サービス指標	単位	23.45
情報指標	単位	24.56
環境指標	単位	25.67
社会指標	単位	26.78
健康指標	単位	27.89
教育指標	単位	28.90
文化指標	単位	29.01
スポーツ指標	単位	30.12
芸術指標	単位	31.23
科学指標	単位	32.34
技術指標	単位	33.45
産業指標	単位	34.56
サービス指標	単位	35.67
情報指標	単位	36.78
環境指標	単位	37.89
社会指標	単位	38.90
健康指標	単位	39.01
教育指標	単位	40.12
文化指標	単位	41.23
スポーツ指標	単位	42.34
芸術指標	単位	43.45
科学指標	単位	44.56
技術指標	単位	45.67
産業指標	単位	46.78
サービス指標	単位	47.89
情報指標	単位	48.90
環境指標	単位	49.01
社会指標	単位	50.12
健康指標	単位	51.23
教育指標	単位	52.34
文化指標	単位	53.45
スポーツ指標	単位	54.56
芸術指標	単位	55.67
科学指標	単位	56.78
技術指標	単位	57.89
産業指標	単位	58.90
サービス指標	単位	59.01
情報指標	単位	60.12
環境指標	単位	61.23
社会指標	単位	62.34
健康指標	単位	63.45
教育指標	単位	64.56
文化指標	単位	65.67
スポーツ指標	単位	66.78
芸術指標	単位	67.89
科学指標	単位	68.90
技術指標	単位	69.01
産業指標	単位	70.12
サービス指標	単位	71.23
情報指標	単位	72.34
環境指標	単位	73.45
社会指標	単位	74.56
健康指標	単位	75.67
教育指標	単位	76.78
文化指標	単位	77.89
スポーツ指標	単位	78.90
芸術指標	単位	79.01
科学指標	単位	80.12
技術指標	単位	81.23
産業指標	単位	82.34
サービス指標	単位	83.45
情報指標	単位	84.56
環境指標	単位	85.67
社会指標	単位	86.78
健康指標	単位	87.89
教育指標	単位	88.90
文化指標	単位	89.01
スポーツ指標	単位	90.12
芸術指標	単位	91.23
科学指標	単位	92.34
技術指標	単位	93.45
産業指標	単位	94.56
サービス指標	単位	95.67
情報指標	単位	96.78
環境指標	単位	97.89
社会指標	単位	98.90
健康指標	単位	99.01
教育指標	単位	100.12
文化指標	単位	101.23
スポーツ指標	単位	102.34
芸術指標	単位	

項目	単位	数値
総人口	人	1,234,567
男性人口	人	612,345
女性人口	人	622,222
総世帯数	世帯	234,567
男性世帯数	世帯	112,345
女性世帯数	世帯	122,222
総労働人口	人	567,890
男性労働人口	人	289,012
女性労働人口	人	278,878
総消費額	円	123,456,789
男性消費額	円	61,234,567
女性消費額	円	62,222,222
総貯蓄額	円	45,678,901
男性貯蓄額	円	22,345,678
女性貯蓄額	円	23,333,223
総所得額	円	98,765,432
男性所得額	円	49,876,543
女性所得額	円	48,888,889
総資産額	円	345,678,901
男性資産額	円	172,345,678
女性資産額	円	173,333,223
総負債額	円	123,456,789
男性負債額	円	61,234,567
女性負債額	円	62,222,222
総人口増減率	%	1.23
男性人口増減率	%	1.12
女性人口増減率	%	1.34
総世帯数増減率	%	0.56
男性世帯数増減率	%	0.45
女性世帯数増減率	%	0.67
総労働人口増減率	%	2.34
男性労働人口増減率	%	2.12
女性労働人口増減率	%	2.56
総消費額増減率	%	3.45
男性消費額増減率	%	3.23
女性消費額増減率	%	3.67
総貯蓄額増減率	%	4.56
男性貯蓄額増減率	%	4.34
女性貯蓄額増減率	%	4.78
総所得額増減率	%	5.67
男性所得額増減率	%	5.45
女性所得額増減率	%	5.89
総資産額増減率	%	6.78
男性資産額増減率	%	6.56
女性資産額増減率	%	7.01
総負債額増減率	%	7.89
男性負債額増減率	%	7.67
女性負債額増減率	%	8.12

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2007年1-6月		2006年1-6月	
项目	金额	项目	金额
流动资产	1,234,567	流动资产	1,123,456
货币资金	123,456	货币资金	112,345
应收账款	234,567	应收账款	223,456
预付款项	34,567	预付款项	33,456
其他应收款	45,678	其他应收款	44,567
存货	56,789	存货	55,678
流动资产合计	1,234,567	流动资产合计	1,123,456
非流动资产	3,456,789	非流动资产	3,345,678
长期股权投资	123,456	长期股权投资	112,345
固定资产	234,567	固定资产	223,456
无形资产	34,567	无形资产	33,456
其他非流动资产	45,678	其他非流动资产	44,567
非流动资产合计	3,456,789	非流动资产合计	3,345,678
资产总计	4,689,012	资产总计	4,567,890
流动负债	1,234,567	流动负债	1,123,456
短期借款	123,456	短期借款	112,345
应付账款	234,567	应付账款	223,456
预收款项	34,567	预收款项	33,456
其他流动负债	45,678	其他流动负债	44,567
流动负债合计	1,234,567	流动负债合计	1,123,456
非流动负债	3,456,789	非流动负债	3,345,678
长期借款	123,456	长期借款	112,345
应付债券	234,567	应付债券	223,456
其他非流动负债	34,567	其他非流动负债	33,456
非流动负债合计	3,456,789	非流动负债合计	3,345,678
负债合计	4,689,012	负债合计	4,567,890
所有者权益	0	所有者权益	0
实收资本	0	实收资本	0
资本公积	0	资本公积	0
盈余公积	0	盈余公积	0
未分配利润	0	未分配利润	0
所有者权益合计	0	所有者权益合计	0
负债和所有者权益总计	4,689,012	负债和所有者权益总计	4,567,890

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**Exhibit A**



Willis Ave (248')

Google Earth Pro

[illegible][illegible][illegible]

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1.  $g_1, g_2, \dots, g_n$   
 2.  $h_1, h_2, \dots, h_n$   
 3.  $i_1, i_2, \dots, i_n$   
 4.  $j_1, j_2, \dots, j_n$   
 5.  $k_1, k_2, \dots, k_n$   
 6.  $l_1, l_2, \dots, l_n$   
 7.  $m_1, m_2, \dots, m_n$   
 8.  $n_1, n_2, \dots, n_n$

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1.  $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$   
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1.  $2 + 3 = 5$   
 2.  $4 + 5 = 9$   
 3.  $6 + 7 = 13$   
 4.  $8 + 9 = 17$   
 5.  $10 + 11 = 21$   
 6.  $12 + 13 = 25$   
 7.  $14 + 15 = 29$   
 8.  $16 + 17 = 33$   
 9.  $18 + 19 = 37$   
 10.  $20 + 21 = 41$

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**Exhibit A**

An aerial photograph of a large, multi-story building complex, likely a government or institutional structure, surrounded by trees and parking areas. The image is oriented horizontally on the page. The building has a complex, multi-winged design with a central courtyard. There are several parking lots and roads visible around the building. The image is in black and white and has a grainy, high-contrast appearance. The text "Google Earth" is visible in the bottom right corner of the image.



Sandman / Cooper (482)

Google Earth Pro

File Edit View Tools Help

3D Settings

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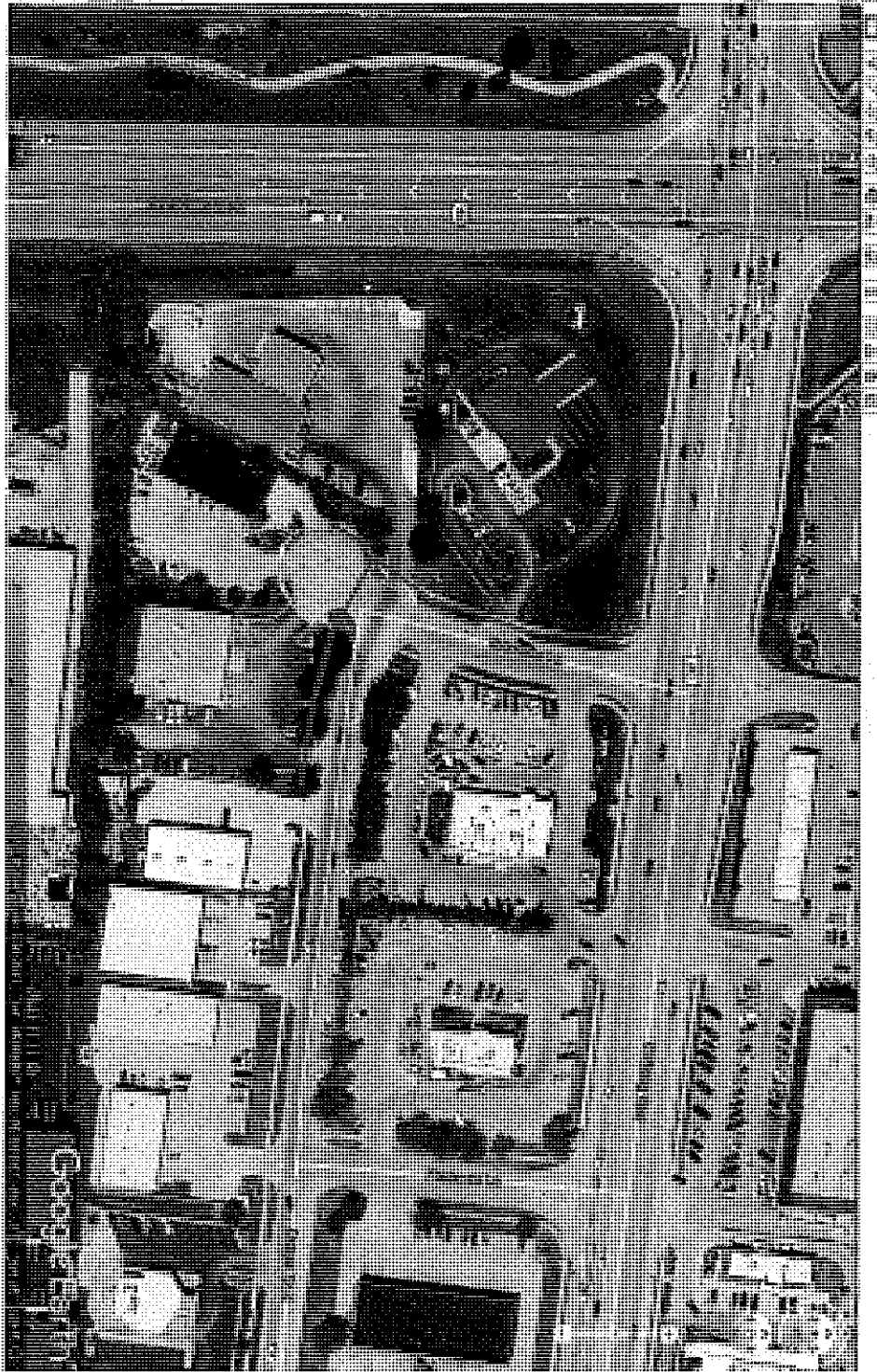


Exhibit A

Ponderosa (2632)

City of Phoenix

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Exhibit A



E St Charles Rd. (7402')

Google Earth Pro

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姓名	性别	年龄	籍贯	民族	文化程度	职业	婚姻	子女	备注
王德胜	男	45	山东	汉族	高中	教师	已婚	2	
李秀英	女	42	河北	汉族	初中	工人	已婚	1	
张国强	男	38	河南	汉族	大学	工程师	已婚	2	
刘小红	女	35	江苏	汉族	高中	护士	已婚	1	
陈为民	男	30	浙江	汉族	大学	程序员	未婚	0	
赵子龙	男	28	四川	汉族	高中	农民	已婚	2	
周美兰	女	25	湖南	汉族	初中	售货员	未婚	0	
吴大伟	男	22	广东	汉族	大学	学生	未婚	0	
孙丽娟	女	20	广西	汉族	高中	学生	未婚	0	
郑金贵	男	18	福建	汉族	初中	学生	未婚	0	
林小芳	女	16	江西	汉族	小学	学生	未婚	0	
黄志坚	男	15	湖北	汉族	小学	学生	未婚	0	
郭晓燕	女	14	山西	汉族	小学	学生	未婚	0	
徐文博	男	13	安徽	汉族	小学	学生	未婚	0	
宋雨婷	女	12	陕西	汉族	小学	学生	未婚	0	
马天宇	男	11	甘肃	汉族	小学	学生	未婚	0	
周思敏	女	10	宁夏	汉族	小学	学生	未婚	0	
吴昊	男	9	青海	汉族	小学	学生	未婚	0	
李悦	女	8	内蒙古	汉族	小学	学生	未婚	0	
张磊	男	7	新疆	汉族	小学	学生	未婚	0	
刘芳	女	6	吉林	汉族	小学	学生	未婚	0	
陈浩	男	5	黑龙江	汉族	小学	学生	未婚	0	
赵娜	女	4	辽宁	汉族	小学	学生	未婚	0	
周强	男	3	北京	汉族	小学	学生	未婚	0	
吴静	女	2	天津	汉族	小学	学生	未婚	0	
孙伟	男	1	上海	汉族	小学	学生	未婚	0	

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姓名	性别	年龄	职业	住址	电话	备注
王德胜	男	45	教师	XX路XX号	XXXX	
李小红	女	32	护士	XX街XX号	XXXX	
张小明	男	28	学生	XX村XX组	XXXX	
赵大刚	男	55	工人	XX厂XX车间	XXXX	
孙丽娟	女	40	医生	XX医院XX科	XXXX	
周国强	男	38	农民	XX乡XX村	XXXX	
吴小芳	女	25	职员	XX公司XX部	XXXX	
郑文彬	男	50	教授	XX大学XX系	XXXX	
陈美玲	女	35	记者	XX报社XX部	XXXX	
黄大伟	男	42	工程师	XX设计院XX所	XXXX	
徐小华	女	22	实习生	XX单位XX处	XXXX	
高志远	男	60	退休	XX小区XX栋	XXXX	
林小娟	女	30	会计	XX企业XX部	XXXX	
周大刚	男	48	司机	XX车队XX班	XXXX	
吴小芳	女	28	文员	XX公司XX部	XXXX	
郑文彬	男	52	律师	XX律所XX所	XXXX	
陈美玲	女	33	设计师	XX公司XX部	XXXX	
黄大伟	男	45	经理	XX公司XX部	XXXX	
徐小华	女	25	助理	XX公司XX部	XXXX	
高志远	男	58	顾问	XX公司XX部	XXXX	
林小娟	女	30	秘书	XX公司XX部	XXXX	
周大刚	男	40	主管	XX公司XX部	XXXX	
吴小芳	女	28	专员	XX公司XX部	XXXX	
郑文彬	男	50	科长	XX公司XX部	XXXX	
陈美玲	女	35	主任	XX公司XX部	XXXX	
黄大伟	男	42	处长	XX公司XX部	XXXX	
徐小华	女	22	科长	XX公司XX部	XXXX	
高志远	男	60	处长	XX公司XX部	XXXX	
林小娟	女	30	处长	XX公司XX部	XXXX	
周大刚	男	48	处长	XX公司XX部	XXXX	
吴小芳	女	28	处长	XX公司XX部	XXXX	
郑文彬	男	52	处长	XX公司XX部	XXXX	
陈美玲	女	33	处长	XX公司XX部	XXXX	
黄大伟	男	45	处长	XX公司XX部	XXXX	
徐小华	女	25	处长	XX公司XX部	XXXX	
高志远	男	58	处长	XX公司XX部	XXXX	
林小娟	女	30	处长	XX公司XX部	XXXX	
周大刚	男	40	处长	XX公司XX部	XXXX	
吴小芳	女	28	处长	XX公司XX部	XXXX	
郑文彬	男	50	处长	XX公司XX部	XXXX	
陈美玲	女	35	处长	XX公司XX部	XXXX	
黄大伟	男	42	处长	XX公司XX部	XXXX	
徐小华	女	22	处长	XX公司XX部	XXXX	
高志远	男	60	处长	XX公司XX部	XXXX	
林小娟	女	30	处长	XX公司XX部	XXXX	
周大刚	男	48	处长	XX公司XX部	XXXX	
吴小芳	女	28	处长	XX公司XX部	XXXX	
郑文彬	男	52	处长	XX公司XX部	XXXX	
陈美玲	女	33	处长	XX公司XX部	XXXX	
黄大伟	男	45	处长	XX公司XX部	XXXX	
徐小华	女	25	处长	XX公司XX部	XXXX	
高志远	男	58	处长	XX公司XX部	XXXX	
林小娟	女	30	处长	XX公司XX部	XXXX	
周大刚	男	40	处长	XX公司XX部	XXXX	
吴小芳	女	28	处长	XX公司XX部	XXXX	
郑文彬	男	50	处长	XX公司XX部	XXXX	
陈美玲	女	35	处长	XX公司XX部	XXXX	
黄大伟	男	42	处长	XX公司XX部	XXXX	
徐小华	女	22	处长	XX公司XX部	XXXX	
高志远	男	60	处长	XX公司XX部	XXXX	
林小娟	女	30	处长	XX公司XX部	XXXX	
周大刚	男	48	处长	XX公司XX部	XXXX	
吴小芳	女	28	处长	XX公司XX部	XXXX	
郑文彬	男	52	处长	XX公司XX部	XXXX	
陈美玲	女	33	处长	XX公司XX部	XXXX	
黄大伟	男	45	处长	XX公司XX部	XXXX	
徐小华	女	25	处长	XX公司XX部	XXXX	
高志						

姓名	性别	年龄	籍贯	民族	文化程度	职业	住址	电话	备注
李德胜	男	45	湖南	汉族	高中	教师	长沙市	1234	
王小明	男	30	广东	汉族	大学	工程师	广州市	5678	
张小红	女	25	四川	汉族	初中	护士	成都市	9012	
刘国强	男	50	湖北	汉族	小学	工人	武汉市	3456	
陈丽娟	女	35	浙江	汉族	高中	会计	杭州市	7890	
赵大刚	男	40	山东	汉族	大学	教授	济南市	2345	
孙小芳	女	20	广西	汉族	初中	学生	南宁市	6789	
周志远	男	55	河南	汉族	小学	农民	郑州市	1011	
吴美玲	女	38	福建	汉族	高中	医生	福州市	4567	
郑伟明	男	42	安徽	汉族	大学	经理	合肥市	8901	
李秀英	女	28	江西	汉族	初中	售货员	南昌市	2109	
王建国	男	52	山西	汉族	小学	工人	太原市	5432	
张华梅	女	32	湖南	汉族	高中	教师	长沙市	9876	
刘志强	男	48	广东	汉族	大学	工程师	广州市	3210	
陈静雯	女	22	四川	汉族	初中	学生	成都市	6543	
赵永刚	男	58	湖北	汉族	小学	工人	武汉市	1357	
孙丽娟	女	36	浙江	汉族	高中	会计	杭州市	8012	
周大刚	男	44	山东	汉族	大学	教授	济南市	2468	
吴小芳	女	24	广西	汉族	初中	学生	南宁市	7091	
郑志远	男	54	河南	汉族	小学	农民	郑州市	1123	
李美玲	女	34	福建	汉族	高中	医生	福州市	5678	
王伟明	男	46	安徽	汉族	大学	经理	合肥市	9012	
张秀英	女	26	江西	汉族	初中	售货员	南昌市	3456	
刘建国	男	56	山西	汉族	小学	工人	太原市	7890	
陈华梅	女	37	湖南	汉族	高中	教师	长沙市	2109	
赵志强	男	49	广东	汉族	大学	工程师	广州市	5432	
孙静雯	女	23	四川	汉族	初中	学生	成都市	9876	
郑永刚	男	59	湖北	汉族	小学	工人	武汉市	3210	
李丽娟	女	37	浙江	汉族	高中	会计	杭州市	6543	
王大刚	男	47	山东	汉族	大学	教授	济南市	1357	
吴小芳	女	25	广西	汉族	初中	学生	南宁市	8012	
郑志远	男	57	河南	汉族	小学	农民	郑州市	2468	
李美玲	女	35	福建	汉族	高中	医生	福州市	7091	
王伟明	男	45	安徽	汉族	大学	经理	合肥市	1123	
张秀英	女	27	江西	汉族	初中	售货员	南昌市	5678	
刘建国	男	55	山西	汉族	小学	工人	太原市	9012	
陈华梅	女	38	湖南	汉族	高中	教师	长沙市	3456	
赵志强	男	50	广东	汉族	大学	工程师	广州市	7890	
孙静雯	女	24	四川	汉族	初中	学生	成都市	2109	
郑永刚	男	60	湖北	汉族	小学	工人	武汉市	5432	
李丽娟	女	38	浙江	汉族	高中	会计	杭州市	9876	
王大刚	男	48	山东	汉族	大学	教授	济南市	3210	
吴小芳	女	26	广西	汉族	初中	学生	南宁市	6543	
郑志远	男	58	河南	汉族	小学	农民	郑州市	1357	
李美玲	女	36	福建	汉族	高中	医生	福州市	8012	
王伟明	男	46	安徽	汉族	大学	经理	合肥市	2468	
张秀英	女	28	江西	汉族	初中	售货员	南昌市	7091	
刘建国	男	56	山西	汉族	小学	工人	太原市	1123	
陈华梅	女	39	湖南	汉族	高中	教师	长沙市	5678	
赵志强	男	51	广东	汉族					

姓名	性别	年龄	籍贯	民族	文化程度	职业	婚姻	子女	备注
王德胜	男	45	山东	汉族	高中	工人	已婚	2	
李秀英	女	42	河北	汉族	初中	家庭主妇	已婚	1	
张国强	男	38	河南	汉族	大学	教师	已婚	3	
刘小红	女	35	江苏	汉族	高中	护士	已婚	2	
陈为民	男	50	浙江	汉族	小学	农民	已婚	4	
赵大刚	男	48	湖北	汉族	初中	工人	已婚	2	
孙丽娟	女	40	湖南	汉族	高中	售货员	已婚	1	
周建明	男	32	四川	汉族	大学	工程师	已婚	2	
吴小芳	女	28	广东	汉族	高中	文员	已婚	1	
郑永年	男	55	广西	汉族	小学	农民	已婚	3	
马桂花	女	52	陕西	汉族	初中	家庭主妇	已婚	2	
徐志强	男	40	山西	汉族	高中	工人	已婚	1	
黄文娟	女	38	安徽	汉族	大学	教师	已婚	2	
梁国栋	男	30	福建	汉族	高中	工人	已婚	1	
周小梅	女	25	江西	汉族	初中	售货员	已婚	1	
吴大伟	男	45	贵州	汉族	小学	农民	已婚	3	
孙丽娟	女	40	云南	汉族	高中	售货员	已婚	1	
周建明	男	32	四川	汉族	大学	工程师	已婚	2	
吴小芳	女	28	广东	汉族	高中	文员	已婚	1	
郑永年	男	55	广西	汉族	小学	农民	已婚	3	
马桂花	女	52	陕西	汉族	初中	家庭主妇	已婚	2	
徐志强	男	40	山西	汉族	高中	工人	已婚	1	
黄文娟	女	38	安徽	汉族	大学	教师	已婚	2	
梁国栋	男	30	福建	汉族	高中	工人	已婚	1	
周小梅	女	25	江西	汉族	初中	售货员	已婚	1	
吴大伟	男	45	贵州	汉族	小学	农民	已婚	3	
孙丽娟	女	40	云南	汉族	高中	售货员	已婚	1	
周建明	男	32	四川	汉族	大学	工程师	已婚	2	
吴小芳	女	28	广东	汉族	高中	文员	已婚	1	
郑永年	男	55	广西	汉族	小学	农民	已婚	3	
马桂花	女	52	陕西	汉族	初中	家庭主妇	已婚	2	
徐志强	男	40	山西	汉族	高中	工人	已婚	1	
黄文娟	女	38	安徽	汉族	大学	教师	已婚	2	
梁国栋	男	30	福建	汉族	高中	工人	已婚	1	
周小梅	女	25	江西	汉族	初中	售货员	已婚	1	
吴大伟	男	45	贵州	汉族	小学	农民	已婚	3	
孙丽娟	女	40	云南	汉族	高中	售货员	已婚	1	
周建明	男	32	四川	汉族	大学	工程师	已婚	2	
吴小芳	女	28	广东	汉族	高中	文员	已婚	1	
郑永年	男	55	广西	汉族	小学	农民	已婚	3	
马桂花	女	52	陕西	汉族	初中	家庭主妇	已婚	2	
徐志强	男	40	山西	汉族	高中	工人	已婚	1	
黄文娟	女	38	安徽	汉族	大学	教师	已婚	2	
梁国栋	男	30	福建	汉族	高中	工人	已婚	1	
周小梅	女	25	江西	汉族	初中	售货员	已婚	1	
吴大伟	男	45	贵州	汉族	小学	农民	已婚	3	
孙丽娟	女	40	云南	汉族	高中	售货员	已婚	1	
周建明	男	32	四川	汉族	大学	工程师	已婚	2	
吴小芳	女	28	广东	汉族	高中	文员	已婚	1	
郑永年	男	55	广西	汉族	小学	农民	已婚	3	
马桂花	女	52	陕西	汉族	初中	家庭主妇	已婚	2	
徐志强	男</								

姓名	性别	年龄	籍贯	民族	文化程度	职业	住址	电话	备注
王德胜	男	45	山东	汉族	高中	教师	济南市	123456	
李小明	男	32	江苏	汉族	大学	工程师	南京市	789012	
张小红	女	28	河南	汉族	初中	工人	郑州市	345678	
赵国强	男	55	四川	汉族	小学	农民	成都市	901234	
刘小华	女	22	广东	汉族	高中	学生	广州市	567890	
陈伟明	男	38	浙江	汉族	大学	医生	杭州市	234567	
周丽娟	女	42	湖北	汉族	初中	售货员	武汉市	890123	
吴大刚	男	50	湖南	汉族	小学	工人	长沙市	456789	
孙小芳	女	25	安徽	汉族	高中	教师	合肥市	123456	
郑国强	男	48	江西	汉族	大学	工程师	南昌市	789012	
王小红	女	35	福建	汉族	初中	工人	福州市	345678	
赵小明	男	30	广西	汉族	高中	学生	南宁市	901234	
刘国强	男	52	云南	汉族	小学	农民	昆明市	567890	
陈丽娟	女	27	贵州	汉族	初中	工人	贵阳市	234567	
周大刚	男	40	海南	汉族	高中	教师	海口市	890123	
孙小华	女	23	重庆	汉族	大学	学生	重庆市	456789	
郑伟明	男	37	四川	汉族	高中	工人	成都市	123456	
周丽娟	女	43	陕西	汉族	初中	售货员	西安市	789012	
吴大刚	男	51	甘肃	汉族	小学	工人	兰州市	345678	
孙小芳	女	26	宁夏	汉族	高中	学生	银川市	901234	
郑国强	男	49	青海	汉族	大学	工程师	西宁市	567890	
王小红	女	36	新疆	汉族	初中	工人	乌鲁木齐市	234567	
赵小明	男	31	内蒙古	汉族	高中	学生	呼和浩特市	890123	
刘国强	男	53	吉林	汉族	小学	农民	长春市	456789	
陈丽娟	女	29	辽宁	汉族	初中	工人	沈阳市	123456	
周大刚	男	41	黑龙江	汉族	高中	教师	哈尔滨市	789012	
孙小华	女	24	河北	汉族	大学	学生	石家庄市	345678	
郑伟明	男	39	山西	汉族	初中	工人	太原市	901234	
周丽娟	女	44	山东	汉族	小学	售货员	济南市	567890	
吴大刚	男	54	河南	汉族	高中	工人	郑州市	234567	
孙小芳	女	28	湖北	汉族	大学	学生	武汉市	890123	
郑国强	男	50	湖南	汉族	初中	工人	长沙市	456789	
王小红	女	37	安徽	汉族	高中	教师	合肥市	123456	
赵小明	男	32	江西	汉族	大学	工程师	南昌市	789012	
刘国强	男	52	福建	汉族	初中	工人	福州市	345678	
陈丽娟	女	30	广西	汉族	高中	学生	南宁市	901234	
周大刚	男	53	云南	汉族	小学	农民	昆明市	567890	
孙小华	女	27	贵州	汉族	初中	工人	贵阳市	234567	
郑伟明	男	40	海南	汉族	高中	教师	海口市	890123	
周丽娟	女	42	重庆	汉族	大学	学生	重庆市	456789	
吴大刚	男	51	四川	汉族	高中	工人	成都市	123456	
孙小芳	女	26	陕西	汉族	初中	售货员	西安市	789012	
郑国强	男	49	甘肃	汉族	小学	工人	兰州市	345678	
王小红	女	36	宁夏	汉族	高中	学生	银川市	901234	
赵小明	男	31	青海	汉族	大学	工程师	西宁市	567890	
刘国强	男	53	新疆	汉族	初中	工人	乌鲁木齐市	234567	
陈丽娟	女	29	内蒙古	汉族	高中	学生	呼和浩特市	890123	
周大刚	男	41	吉林	汉族	小学	农民	长春市	456789	
孙小华	女	24	辽宁</						

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姓名	性别	年龄	籍贯	职业	文化程度	健康状况	婚姻状况	子女情况	其他
王德胜	男	45	山东	工人	小学	良好	已婚	2子1女	
李秀英	女	42	河北	农民	初中	良好	已婚	1子1女	
张国强	男	38	河南	干部	高中	良好	已婚	2子1女	
刘小红	女	35	江苏	教师	大学	良好	已婚	1子1女	
陈为民	男	50	浙江	商人	小学	良好	已婚	3子1女	
赵大刚	男	48	湖北	工人	初中	良好	已婚	2子1女	
孙丽娟	女	40	湖南	农民	小学	良好	已婚	1子1女	
周国强	男	32	四川	干部	高中	良好	已婚	2子1女	
吴小芳	女	28	广东	教师	大学	良好	已婚	1子1女	
郑为民	男	55	广西	工人	小学	良好	已婚	3子1女	
冯大刚	男	43	福建	商人	初中	良好	已婚	2子1女	
李秀英	女	37	江西	农民	小学	良好	已婚	1子1女	
张国强	男	30	山西	干部	高中	良好	已婚	2子1女	
刘小红	女	25	陕西	教师	大学	良好	已婚	1子1女	
陈为民	男	52	甘肃	工人	小学	良好	已婚	3子1女	
赵大刚	男	40	青海	商人	初中	良好	已婚	2子1女	
孙丽娟	女	33	宁夏	农民	小学	良好	已婚	1子1女	
周国强	男	28	新疆	干部	高中	良好	已婚	2子1女	
吴小芳	女	22	内蒙古	教师	大学	良好	已婚	1子1女	
郑为民	男	58	黑龙江	工人	小学	良好	已婚	3子1女	
冯大刚	男	46	吉林	商人	初中	良好	已婚	2子1女	
李秀英	女	39	辽宁	农民	小学	良好	已婚	1子1女	
张国强	男	31	山东	干部	高中	良好	已婚	2子1女	
刘小红	女	26	河北	教师	大学	良好	已婚	1子1女	
陈为民	男	53	河南	工人	小学	良好	已婚	3子1女	
赵大刚	男	41	江苏	商人	初中	良好	已婚	2子1女	
孙丽娟	女	34	湖北	农民	小学	良好	已婚	1子1女	
周国强	男	29	湖南	干部	高中	良好	已婚	2子1女	
吴小芳	女	23	四川	教师	大学	良好	已婚	1子1女	
郑为民	男	59	广东	工人	小学	良好	已婚	3子1女	
冯大刚	男	47	广西	商人	初中	良好	已婚	2子1女	
李秀英	女	40	福建	农民	小学	良好	已婚	1子1女	
张国强	男	32	江西	干部	高中	良好	已婚	2子1女	
刘小红	女	27	山西	教师	大学	良好	已婚	1子1女	
陈为民	男	54	陕西	工人	小学	良好	已婚	3子1女	
赵大刚	男	42	甘肃	商人	初中	良好	已婚	2子1女	
孙丽娟	女	35	青海	农民	小学	良好	已婚	1子1女	
周国强	男	30	宁夏	干部	高中	良好	已婚	2子1女	
吴小芳	女	24	新疆	教师	大学	良好	已婚	1子1女	
郑为民	男	60	内蒙古	工人	小学	良好	已婚	3子1女	
冯大刚	男	48	黑龙江	商人	初中	良好	已婚	2子1女	
李秀英	女	41	吉林	农民	小学	良好	已婚	1子1女	
张国强	男	33	辽宁	干部	高中	良好	已婚	2子1女	
刘小红	女	28	山东	教师	大学	良好	已婚	1子1女	
陈为民	男	55	河北	工人	小学	良好	已婚	3子1女	
赵大刚	男	43	河南	商人	初中	良好	已婚	2子1女	
孙丽娟	女	36	江苏	农民	小学	良好	已婚	1子1女	
周国强	男	31	湖北	干部	高中	良好	已婚	2子1女	
吴小芳	女	25	湖南	教师	大学	良好	已婚	1子1女	
郑为民	男	61	四川	工人	小学	良好			

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姓名	性别	年龄	籍贯	民族	文化程度	职业	婚姻	子女	备注
王德胜	男	45	山东	汉族	高中	教师	已婚	2	
李秀英	女	42	河北	汉族	初中	工人	已婚	1	
张国强	男	38	河南	汉族	大学	工程师	已婚	2	
刘小红	女	35	江苏	汉族	高中	护士	已婚	1	
陈为民	男	30	浙江	汉族	大学	程序员	未婚	0	
赵大刚	男	28	湖北	汉族	高中	农民	已婚	2	
孙丽娟	女	25	湖南	汉族	初中	售货员	未婚	0	
周志远	男	22	四川	汉族	大学	学生	未婚	0	
吴小芳	女	20	广东	汉族	高中	学生	未婚	0	
郑为民	男	18	广西	汉族	初中	学生	未婚	0	
冯大刚	男	15	福建	汉族	小学	学生	未婚	0	
李秀英	女	12	江西	汉族	小学	学生	未婚	0	
张国强	男	10	山西	汉族	小学	学生	未婚	0	
刘小红	女	8	陕西	汉族	小学	学生	未婚	0	
陈为民	男	5	甘肃	汉族	小学	学生	未婚	0	
赵大刚	男	3	宁夏	汉族	小学	学生	未婚	0	
孙丽娟	女	2	青海	汉族	小学	学生	未婚	0	
周志远	男	1	新疆	汉族	小学	学生	未婚	0	
吴小芳	女	0	内蒙古	汉族	小学	学生	未婚	0	
郑为民	男	0	黑龙江	汉族	小学	学生	未婚	0	
冯大刚	男	0	吉林	汉族	小学	学生	未婚	0	
李秀英	女	0	辽宁	汉族	小学	学生	未婚	0	
张国强	男	0	山东	汉族	小学	学生	未婚	0	
刘小红	女	0	河北	汉族	小学	学生	未婚	0	
陈为民	男	0	河南	汉族	小学	学生	未婚	0	
赵大刚	男	0	江苏	汉族	小学	学生	未婚	0	
孙丽娟	女	0	浙江	汉族	小学	学生	未婚	0	
周志远	男	0	湖北	汉族	小学	学生	未婚	0	
吴小芳	女	0	湖南	汉族	小学	学生	未婚	0	
郑为民	男	0	四川	汉族	小学	学生	未婚	0	
冯大刚	男	0	广东	汉族	小学	学生	未婚	0	
李秀英	女	0	广西	汉族	小学	学生	未婚	0	
张国强	男	0	福建	汉族	小学	学生	未婚	0	
刘小红	女	0	江西	汉族	小学	学生	未婚	0	
陈为民	男	0	山西	汉族	小学	学生	未婚	0	
赵大刚	男	0	陕西	汉族	小学	学生	未婚	0	
孙丽娟	女	0	甘肃	汉族	小学	学生	未婚	0	
周志远	男	0	宁夏	汉族	小学	学生	未婚	0	
吴小芳	女	0	青海	汉族	小学	学生	未婚	0	
郑为民	男	0	新疆	汉族	小学	学生	未婚	0	
冯大刚	男	0	内蒙古	汉族	小学	学生	未婚	0	
李秀英	女	0	黑龙江	汉族	小学	学生	未婚	0	
张国强	男	0	吉林	汉族	小学	学生	未婚	0	
刘小红	女	0	辽宁	汉族	小学	学生	未婚	0	
陈为民	男	0	山东	汉族	小学	学生	未婚	0	
赵大刚	男	0	河北	汉族	小学	学生	未婚	0	
孙丽娟	女	0	河南	汉族	小学	学生	未婚	0	
周志远	男	0	江苏	汉族	小学	学生	未婚	0	
吴小芳	女	0	浙江	汉族	小学	学生	未婚	0	
郑为民	男	0	湖北	汉族	小学	学生	未婚	0	
冯大刚	男	0	湖南	汉族	小学	学生	未婚	0	
李秀英	女	0	四川	汉族	小学	学生	未婚	0	

姓名	性别	年龄	籍贯	民族	文化程度	职业	婚姻状况	健康状况	宗教信仰	政治面貌	特长	备注
张德胜	男	45	山东	汉族	高中	教师	已婚	良好	无	中共党员	书法	
李小明	男	32	江苏	汉族	大学	工程师	未婚	良好	无	共青团员	摄影	
王小红	女	28	河南	汉族	初中	工人	已婚	良好	无	群众	舞蹈	
赵国强	男	50	四川	汉族	小学	农民	已婚	一般	无	群众	种植	
孙丽娟	女	35	浙江	汉族	高中	护士	已婚	良好	无	中共党员	声乐	
周大伟	男	40	广东	汉族	大学	程序员	未婚	良好	无	共青团员	编程	
吴小芳	女	25	湖北	汉族	初中	售货员	已婚	良好	无	群众	手工	
郑为民	男	55	湖南	汉族	小学	退休	已婚	一般	无	群众	象棋	
陈海燕	女	30	福建	汉族	高中	会计	已婚	良好	无	中共党员	钢琴	
林志强	男	42	广西	汉族	大学	医生	已婚	良好	无	中共党员	足球	
黄文娟	女	22	江西	汉族	初中	学生	未婚	良好	无	共青团员	绘画	
徐长龙	男	58	安徽	汉族	小学	退休	已婚	一般	无	群众	钓鱼	
周美玲	女	38	山西	汉族	高中	文员	已婚	良好	无	群众	瑜伽	
吴建国	男	48	陕西	汉族	大学	教授	已婚	良好	无	中共党员	演讲	
李小红	女	27	云南	汉族	初中	服务员	已婚	良好	无	群众	茶艺	
张为民	男	52	贵州	汉族	小学	农民	已婚	一般	无	群众	耕作	
王丽娟	女	33	海南	汉族	高中	教师	已婚	良好	无	中共党员	钢琴	
赵国强	男	43	重庆	汉族	大学	工程师	未婚	良好	无	共青团员	编程	
孙小芳	女	24	四川	汉族	初中	售货员	已婚	良好	无	群众	手工	
郑为民	男	54	湖南	汉族	小学	退休	已婚	一般	无	群众	象棋	
陈海燕	女	29	福建	汉族	高中	会计	已婚	良好	无	中共党员	钢琴	
林志强	男	39	广西	汉族	大学	医生	已婚	良好	无	中共党员	足球	
黄文娟	女	21	江西	汉族	初中	学生	未婚	良好	无	共青团员	绘画	
徐长龙	男	59	安徽	汉族	小学	退休	已婚	一般	无	群众	钓鱼	
周美玲	女	37	山西	汉族	高中	文员	已婚	良好	无	群众	瑜伽	
吴建国	男	47	陕西	汉族	大学	教授	已婚	良好	无	中共党员	演讲	
李小红	女	26	云南	汉族	初中	服务员	已婚	良好	无	群众	茶艺	
张为民	男	53	贵州	汉族	小学	农民	已婚	一般	无	群众	耕作	
王丽娟	女	32	海南	汉族	高中	教师	已婚	良好	无	中共党员	钢琴	
赵国强	男	42	重庆	汉族	大学	工程师	未婚	良好	无	共青团员	编程	
孙小芳	女	23	四川	汉族	初中	售货员	已婚	良好	无	群众	手工	
郑为民	男	54	湖南	汉族	小学	退休	已婚	一般	无	群众	象棋	
陈海燕	女	28	福建	汉族	高中	会计	已婚	良好	无	中共党员	钢琴	
林志强	男	38	广西	汉族	大学	医生	已婚	良好	无	中共党员	足球	
黄文娟	女	20	江西	汉族	初中	学生	未婚	良好	无	共青团员	绘画	
徐长龙	男	60	安徽	汉族	小学	退休	已婚	一般	无	群众	钓鱼	
周美玲	女	36	山西	汉族	高中	文员	已婚	良好	无	群众	瑜伽	
吴建国	男	46	陕西	汉族	大学	教授	已婚	良好	无	中共党员	演讲	
李小红	女	25	云南	汉族	初中	服务员	已婚	良好	无	群众	茶艺	
张为民	男	52	贵州	汉族	小学	农民	已婚	一般	无	群众	耕作	
王丽娟	女	31	海南									

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項目	単位	数	金額	備考
1. 雑費	円	100	100	
2. 雑費	円	100	100	
3. 雑費	円	100	100	
4. 雑費	円	100	100	
5. 雑費	円	100	100	
6. 雑費	円	100	100	
7. 雑費	円	100	100	
8. 雑費	円	100	100	
9. 雑費	円	100	100	
10. 雑費	円	100	100	
11. 雑費	円	100	100	
12. 雑費	円	100	100	
13. 雑費	円	100	100	
14. 雑費	円	100	100	
15. 雑費	円	100	100	
16. 雑費	円	100	100	
17. 雑費	円	100	100	
18. 雑費	円	100	100	
19. 雑費	円	100	100	
20. 雑費	円	100	100	
21. 雑費	円	100	100	
22. 雑費	円	100	100	
23. 雑費	円	100	100	
24. 雑費	円	100	100	
25. 雑費	円	100	100	
26. 雑費	円	100	100	
27. 雑費	円	100	100	
28. 雑費	円	100	100	
29. 雑費	円	100	100	
30. 雑費	円	100	100	
31. 雑費	円	100	100	
32. 雑費	円	100	100	
33. 雑費	円	100	100	
34. 雑費	円	100	100	
35. 雑費	円	100	100	
36. 雑費	円	100	100	
37. 雑費	円	100	100	
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77. 雑費	円	100	100	
78. 雑費	円	100	100	
79. 雑費	円	100	100	
80. 雑費	円	100	100	
81. 雑費	円	100	100	
82. 雑費	円	100	100	
83. 雑費	円	100		

姓名	性别	年龄	民族	籍贯	文化程度	职业	住址	联系电话	备注
王德胜	男	45	汉族	山东烟台	高中	教师	烟台市莱山区	1390631XXXX	
李小明	男	32	汉族	河南郑州	大学	工程师	郑州市金水区	158371XXXX	
张小红	女	28	汉族	湖北武汉	大专	护士	武汉市武昌区	138710XXXX	
赵国强	男	55	汉族	四川成都	初中	工人	成都市青羊区	135480XXXX	
刘小华	女	38	汉族	广东广州	高中	文员	广州市天河区	139201XXXX	
陈伟明	男	42	汉族	浙江杭州	大学	程序员	杭州市西湖区	158571XXXX	
周丽娟	女	35	汉族	湖南长沙	大专	会计	长沙市岳麓区	138730XXXX	
吴大刚	男	50	汉族	安徽合肥	高中	司机	合肥市蜀山区	139561XXXX	
孙小芳	女	25	汉族	福建厦门	大学	设计师	厦门市思明区	158801XXXX	
郑国强	男	48	汉族	江西九江	初中	农民	九江市浔阳区	135460XXXX	
马小华	女	30	汉族	广西桂林	高中	教师	桂林市秀峰区	139781XXXX	
林伟明	男	40	汉族	云南昆明	大学	工程师	昆明市五华区	158871XXXX	
周丽娟	女	33	汉族	贵州贵阳	大专	护士	贵阳市南明区	138851XXXX	
吴大刚	男	52	汉族	陕西西安	高中	工人	西安市莲湖区	139351XXXX	
孙小芳	女	27	汉族	海南三亚	大学	文员	三亚市海棠区	158901XXXX	
郑国强	男	46	汉族	宁夏银川	初中	司机	银川市西夏区	135961XXXX	
马小华	女	29	汉族	新疆乌鲁木齐	高中	教师	乌鲁木齐市天山区	139991XXXX	
林伟明	男	41	汉族	内蒙古呼和浩特	大学	程序员	呼和浩特市赛罕区	158041XXXX	
周丽娟	女	34	汉族	吉林长春	大专	会计	长春市朝阳区	138431XXXX	
吴大刚	男	51	汉族	辽宁沈阳	高中	工人	沈阳市和平区	139241XXXX	
孙小芳	女	26	汉族	黑龙江哈尔滨	大学	设计师	哈尔滨市道里区	158451XXXX	
郑国强	男	47	汉族	河北石家庄	初中	农民	石家庄市桥西区	135371XXXX	
马小华	女	31	汉族	山西太原	高中	教师	太原市迎泽区	139361XXXX	
林伟明	男	39	汉族	山东济南	大学	工程师	济南市历下区	158631XXXX	
周丽娟	女	36	汉族	河南郑州	大专	护士	郑州市中原区	138371XXXX	
吴大刚	男	53	汉族	湖北武汉	高中	工人	武汉市汉阳区	139271XXXX	
孙小芳	女	24	汉族	广东广州	大学	文员	广州市白云区	158201XXXX	
郑国强	男	49	汉族	浙江杭州	初中	司机	杭州市拱墅区	135571XXXX	
马小华	女	28	汉族	湖南长沙	高中	教师	长沙市开福区	139741XXXX	
林伟明	男	43	汉族	安徽合肥	大学	程序员	合肥市庐阳区	158561XXXX	
周丽娟	女	37	汉族	福建厦门	大专	会计	厦门市湖里区	138791XXXX	
吴大刚	男	54	汉族	江西九江	高中	工人	九江市濂溪区	139461XXXX	
孙小芳	女	23	汉族	广西桂林	大学	设计师	桂林市七星区	158781XXXX	
郑国强	男	44	汉族	云南昆明	初中	农民	昆明市盘龙区	135871XXXX	
马小华	女	32	汉族	贵州贵阳	高中	教师	贵阳市乌当区	139851XXXX	
林伟明	男	40	汉族	陕西西安	大学	工程师	西安市雁塔区	158351XXXX	
周丽娟	女	35	汉族	宁夏银川	大专	护士	银川市金州区	138961XXXX	
吴大刚	男	50	汉族	新疆乌鲁木齐	高中	工人	乌鲁木齐市米东区	139901XXXX	
孙小芳	女	25	汉族	内蒙古呼和浩特	大学	文员	呼和浩特市回民区	158051XXXX	
郑国强	男	45	汉族	吉林长春	初中	司机	长春市绿园区	135441XXXX	
马小华	女	29	汉族	辽宁沈阳	高中	教师	沈阳市皇姑区	139251XXXX	
林伟明	男	41	汉族	黑龙江哈尔滨	大学	程序员	哈尔滨市南岗区	158461XXXX	
周丽娟	女	34	汉族	河北石家庄	大专	会计	石家庄市裕华区	138381XXXX	
吴大刚	男	51	汉族	山西太原	高中	工人	太原市小店区	139371XXXX	
孙小芳	女	26	汉族	山东济南	大学	设计师	济南市历城区	158641XXXX	
郑国强	男	46	汉族	河南郑州	初中	农民	郑州市二七区	135381XXXX	</

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姓名	性别	年龄	职业	住址	电话	备注
王德胜	男	45	教师	XX路XX号	XXXXXX	
李小红	女	38	医生	XX街XX号	XXXXXX	
张小明	男	25	学生	XX村XX组	XXXXXX	
赵大刚	男	52	工人	XX厂XX车间	XXXXXX	
陈丽娟	女	41	护士	XX医院XX科	XXXXXX	
孙国强	男	33	工程师	XX公司XX部	XXXXXX	
周小芳	女	29	会计	XX单位XX处	XXXXXX	
吴大伟	男	48	经理	XX企业XX室	XXXXXX	
郑小华	女	35	作家	XX小区XX栋	XXXXXX	
冯大平	男	55	农民	XX乡XX村	XXXXXX	
马小娟	女	30	歌手	XX酒吧XX台	XXXXXX	
朱大强	男	40	律师	XX律所XX楼	XXXXXX	
徐小敏	女	27	记者	XX报社XX部	XXXXXX	
黄大刚	男	50	教授	XX大学XX系	XXXXXX	
周小华	女	32	设计师	XX公司XX室	XXXXXX	
吴大伟	男	43	司机	XX车队XX班	XXXXXX	
郑小华	女	36	厨师	XX餐厅XX厨	XXXXXX	
冯大平	男	58	工人	XX厂XX班	XXXXXX	
马小娟	女	28	护士	XX医院XX科	XXXXXX	
朱大强	男	46	经理	XX企业XX室	XXXXXX	
徐小敏	女	26	会计	XX单位XX处	XXXXXX	
黄大刚	男	51	教授	XX大学XX系	XXXXXX	
周小华	女	31	设计师	XX公司XX室	XXXXXX	
吴大伟	男	44	司机	XX车队XX班	XXXXXX	
郑小华	女	37	厨师	XX餐厅XX厨	XXXXXX	
冯大平	男	59	工人	XX厂XX班	XXXXXX	
马小娟	女	29	护士	XX医院XX科	XXXXXX	
朱大强	男	47	经理	XX企业XX室	XXXXXX	
徐小敏	女	27	会计	XX单位XX处	XXXXXX	
黄大刚	男	52	教授	XX大学XX系	XXXXXX	
周小华	女	32	设计师	XX公司XX室	XXXXXX	
吴大伟	男	45	司机	XX车队XX班	XXXXXX	
郑小华	女	38	厨师	XX餐厅XX厨	XXXXXX	
冯大平	男	60	工人	XX厂XX班	XXXXXX	
马小娟	女	30	护士	XX医院XX科	XXXXXX	
朱大强	男	48	经理	XX企业XX室	XXXXXX	
徐小敏	女	28	会计	XX单位XX处	XXXXXX	
黄大刚	男	53	教授	XX大学XX系	XXXXXX	
周小华	女	33	设计师	XX公司XX室	XXXXXX	
吴大伟	男	46	司机	XX车队XX班	XXXXXX	
郑小华	女	39	厨师	XX餐厅XX厨	XXXXXX	
冯大平	男	61	工人	XX厂XX班	XXXXXX	
马小娟	女	31	护士	XX医院XX科	XXXXXX	
朱大强	男	49	经理	XX企业XX室	XXXXXX	
徐小敏	女	29	会计	XX单位XX处	XXXXXX	
黄大刚	男	54	教授	XX大学XX系	XXXXXX	
周小华	女	34	设计师	XX公司XX室	XXXXXX	
吴大伟	男	47	司机	XX车队XX班	XXXXXX	
郑小华	女	40	厨师	XX餐厅XX厨	XXXXXX	
冯大平	男	62	工人	XX厂XX班	XXXXXX	
马小娟	女	32	护士	XX医院XX科	XXXXXX	
朱大强	男	50	经理	XX企业XX室	XXXXXX	
徐小敏	女	30	会计	XX单位XX处	XXXXXX	
黄大刚	男	55	教授	XX大学XX系	XXXXXX	
周小华	女	35	设计师	XX公司XX室	XXXXXX	
吴大伟	男	48	司机	XX车队XX班	XXXXXX	
郑小华	女	41	厨师	XX餐厅XX厨	XXXXXX	
冯大平	男	63	工人	XX厂XX班	XXXXXX	
马小娟	女	33	护士	XX医院XX科	XXXXXX	
朱大强	男	51	经理	XX企业XX室	XXXXXX	
徐小敏	女	31	会计	XX单位XX处	XXXXXX	
黄大刚	男	56	教授	XX大学XX系	XXXXXX	
周小华	女	36	设计师	XX公司XX室	XXXXXX	
吴大伟	男	49	司机	XX车队XX班	XXXXXX	
郑小华	女	42	厨师	XX餐厅XX厨	XXXXXX	
冯大平	男	64	工人	XX厂XX班	XXXXXX	

[illegible]

年次	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100																																																															
人口	121,000,000	122,000,000	123,000,000	124,000,000	125,000,000	126,000,000	127,000,000	128,000,000	129,000,000	130,000,000	131,000,000	132,000,000	133,000,000	134,000,000	135,000,000	136,000,000	137,000,000	138,000,000	139,000,000	140,000,000	141,000,000	142,000,000	143,000,000	144,000,000	145,000,000	146,000,000	147,000,000	148,000,000	149,000,000	150,000,000	151,000,000	152,000,000	153,000,000	154,000,000	155,000,000	156,000,000	157,000,000	158,000,000	159,000,000	160,000,000	161,000,000	162,000,000	163,000,000	164,000,000	165,000,000	166,000,000	167,000,000	168,000,000	169,000,000	170,000,000	171,000,000	172,000,000	173,000,000	174,000,000	175,000,000	176,000,000	177,000,000	178,000,000	179,000,000	180,000,000	181,000,000	182,000,000	183,000,000	184,000,000	185,000,000	186,000,000	187,000,000	188,000,000	189,000,000	190,000,000	191,000,000	192,000,000	193,000,000	194,000,000	195,000,000	196,000,000	197,000,000	198,000,000	199,000,000	200,000,000	201,000,000	202,000,000	203,000,000	204,000,000	205,000,000	206,000,000	207,000,000	208,000,000	209,000,000	210,000,000	211,000,000	212,000,000	213,000,000	214,000,000	215,000,000	216,000,000	217,000,000	218,000,000	219,000,000	220,000,000	221,000,000	222,000,000	223,000,000	224,000,000	225,000,000	226,000,000	227,000,000	228,000,000	229,000,000	230,000,000	231,000,000	232,000,000	233,000,000	234,000,000	235,000,000	236,000,000	237,000,000	238,000,000	239,000,000	240,000,000	241,000,000	242,000,000	243,000,000	244,000,000	245,000,000	246,000,000	247,000,000	248,000,000	249,000,000	250,000,000	251,000,000	252,000,000	253,000,000	254,000,000	255,000,000	256,000,000	257,000,000	258,000,000	259,000,000	260,000,000	261,000,000	262,000,000	263,000,000	264,000,000	265,000,000	266,000,000	267,000,000	268,000,000	269,000,000	270,000,000	271,000,000	272,000,000	273,000,000	274,000,000	275,000,000	276,000,000	277,000,000	278,000,000	279,000,000	280,000,000	281,000,000	282,000,000	283,000,000	284,000,000	285,000,000	286,000,000	287,000,000	288,000,000	289,000,000	290,000,000	291,000,000	292,000,000	293,000,000	29

姓名	性别	年龄	籍贯	民族	文化程度	职业	婚姻	子女	备注
王德胜	男	45	山东	汉族	高中	工人	已婚	2	
李国强	男	38	河南	汉族	初中	农民	已婚	1	
张为民	男	52	江苏	汉族	大学	教师	已婚	3	
赵子龙	男	28	四川	汉族	高中	学生	未婚	0	
刘青山	男	60	广东	汉族	小学	退休	已婚	4	
陈永年	男	40	浙江	汉族	大学	医生	已婚	2	
周树人	男	35	湖北	汉族	初中	工人	已婚	1	
吴大伟	男	55	湖南	汉族	高中	干部	已婚	3	
孙少平	男	25	陕西	汉族	小学	农民	未婚	0	
马长贵	男	65	山西	汉族	小学	退休	已婚	5	
徐志远	男	48	安徽	汉族	大学	教授	已婚	2	
郭为民	男	30	江西	汉族	高中	学生	未婚	0	
黄永年	男	58	福建	汉族	初中	工人	已婚	3	
周树人	男	22	广西	汉族	小学	农民	未婚	0	
吴大伟	男	62	海南	汉族	小学	退休	已婚	4	
孙少平	男	32	重庆	汉族	高中	工人	已婚	1	
马长贵	男	42	四川	汉族	大学	医生	已婚	2	
徐志远	男	52	云南	汉族	初中	工人	已婚	3	
郭为民	男	28	贵州	汉族	小学	农民	未婚	0	
黄永年	男	68	湖南	汉族	小学	退休	已婚	6	
周树人	男	38	湖北	汉族	高中	学生	未婚	0	
吴大伟	男	58	河南	汉族	初中	工人	已婚	2	
孙少平	男	25	山东	汉族	小学	农民	未婚	0	
马长贵	男	65	广东	汉族	小学	退休	已婚	5	
徐志远	男	45	浙江	汉族	大学	教授	已婚	2	
郭为民	男	35	安徽	汉族	高中	工人	已婚	1	
黄永年	男	55	江西	汉族	初中	工人	已婚	3	
周树人	男	22	福建	汉族	小学	农民	未婚	0	
吴大伟	男	62	广西	汉族	小学	退休	已婚	4	
孙少平	男	32	海南	汉族	高中	工人	已婚	1	
马长贵	男	42	重庆	汉族	大学	医生	已婚	2	
徐志远	男	52	四川	汉族	初中	工人	已婚	3	
郭为民	男	28	云南	汉族	小学	农民	未婚	0	
黄永年	男	68	贵州	汉族	小学	退休	已婚	6	
周树人	男	38	湖南	汉族	高中	学生	未婚	0	
吴大伟	男	58	湖北	汉族	初中	工人	已婚	2	
孙少平	男	25	河南	汉族	小学	农民	未婚	0	
马长贵	男	65	山东	汉族	小学	退休	已婚	5	
徐志远	男	45	广东	汉族	大学	教授	已婚	2	
郭为民	男	35	浙江	汉族	高中	工人	已婚	1	
黄永年	男	55	安徽	汉族	初中	工人	已婚	3	
周树人	男	22	江西	汉族	小学	农民	未婚	0	
吴大伟	男	62	福建	汉族	小学	退休	已婚	4	
孙少平	男	32	广西	汉族	高中	工人	已婚	1	
马长贵	男	42	海南	汉族	大学	医生	已婚	2	
徐志远	男	52	重庆	汉族	初中	工人	已婚	3	
郭为民	男	28	四川	汉族	小学	农民	未婚	0	
黄永年	男	68	云南	汉族	小学	退休	已婚	6	
周树人	男	38	贵州	汉族	高中	学生	未婚	0	
吴大伟	男	58	湖南	汉族	初中	工人	已婚	2	
孙少平	男	25	湖北	汉族	小学	农民	未婚	0	
马长贵	男	65	河南	汉族					

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Exhibit A





S 9th St / University (1442)

Exhibit A

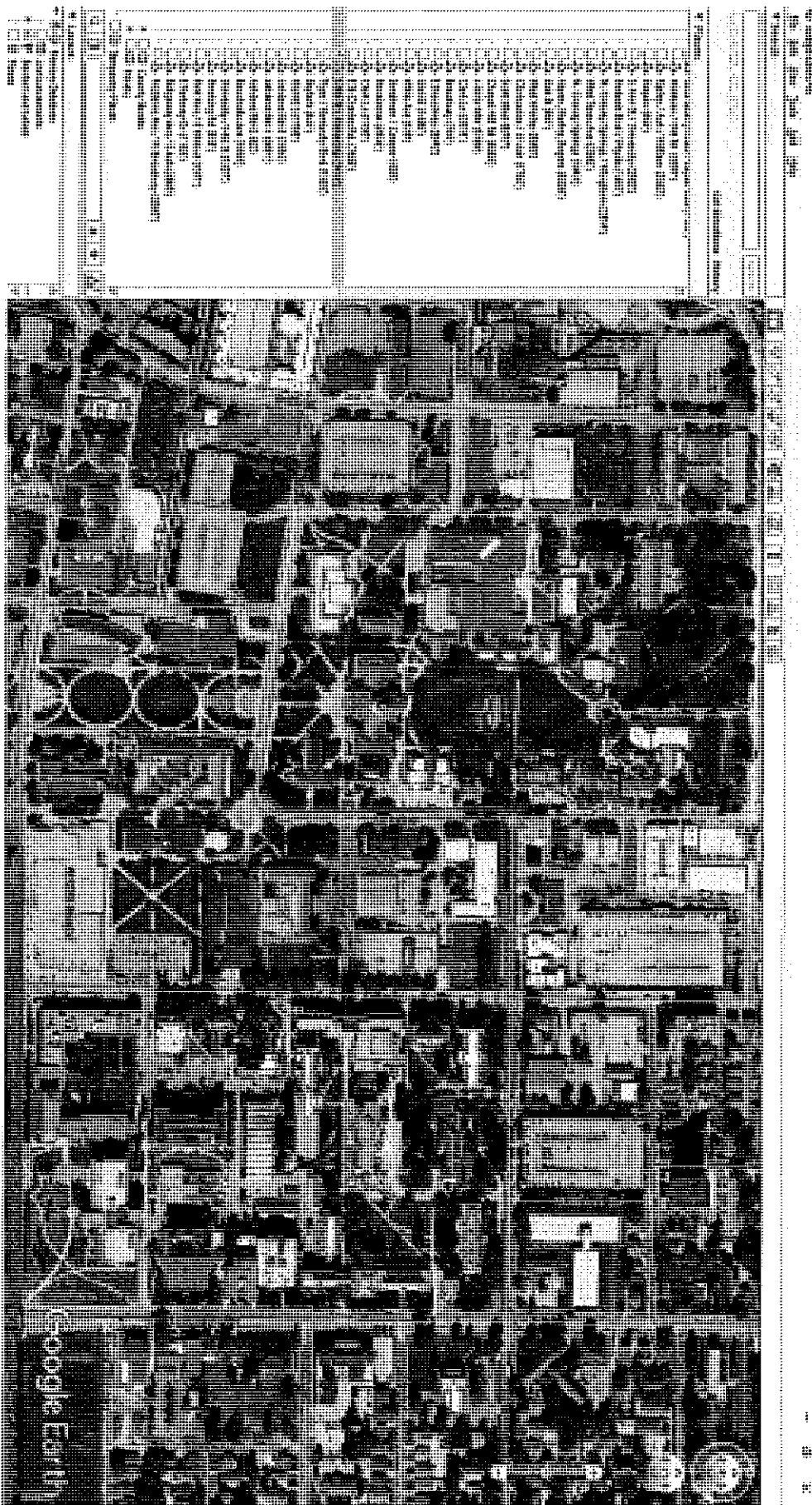
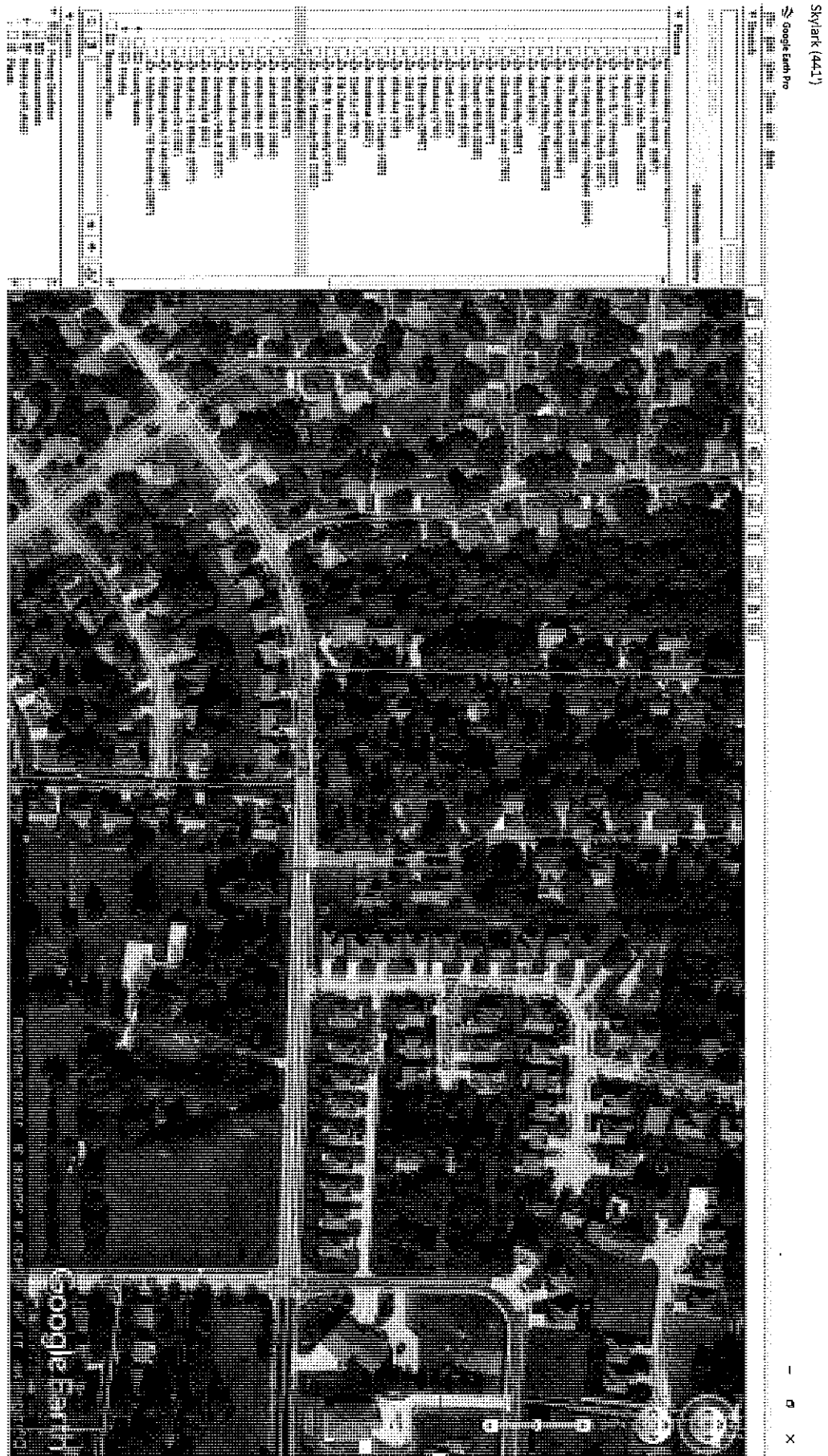


Exhibit A

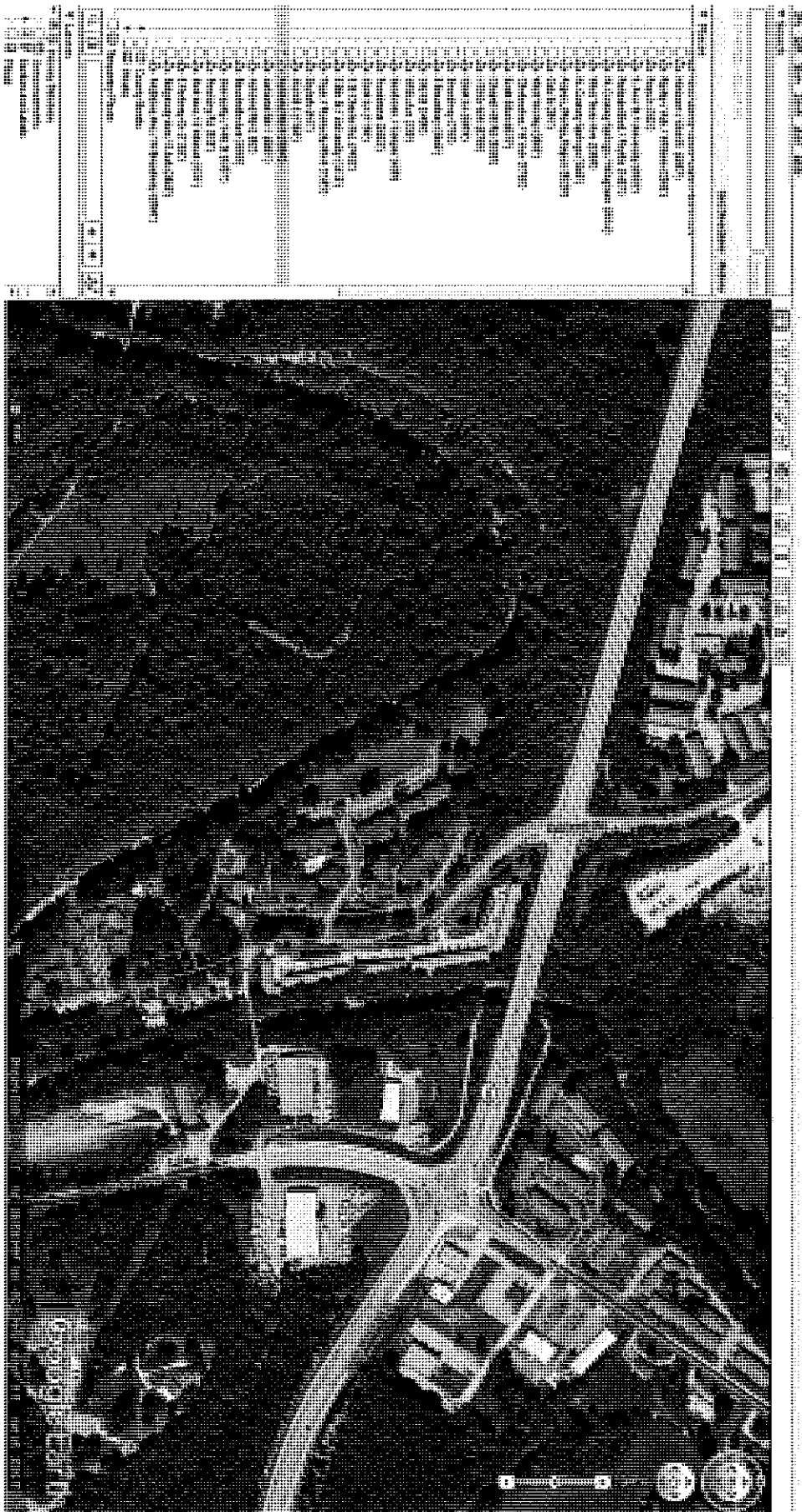






Ashland Rd-3 (1094')

Exhibit A





Ashland RG-2 (6Z)

Google Earth Pro

File View History Tools Help

3D Settings

3D

3D Warehouse

3D Models

3D Buildings

3D Landmarks

3D Parks

3D Streets

3D Terrain

3D Roads

3D Railroads

3D Airports

3D Seaports

3D Spaceports

3D Space Stations

3D Spacecraft

3D Satellites

3D Planets

3D Moons

3D Comets

3D Asteroids

3D Meteorites

3D Meteor Streams

3D Meteor Showers

3D Meteor Trails

3D Meteor Impacts

3D Meteor Craters

3D Meteor Ponds

3D Meteor Lakes

3D Meteor Seas

3D Meteor Oceans

3D Meteor Atmospheres

3D Meteor Hydrospheres

3D Meteor Biospheres

3D Meteor Geospheres

3D Meteor Lithospheres

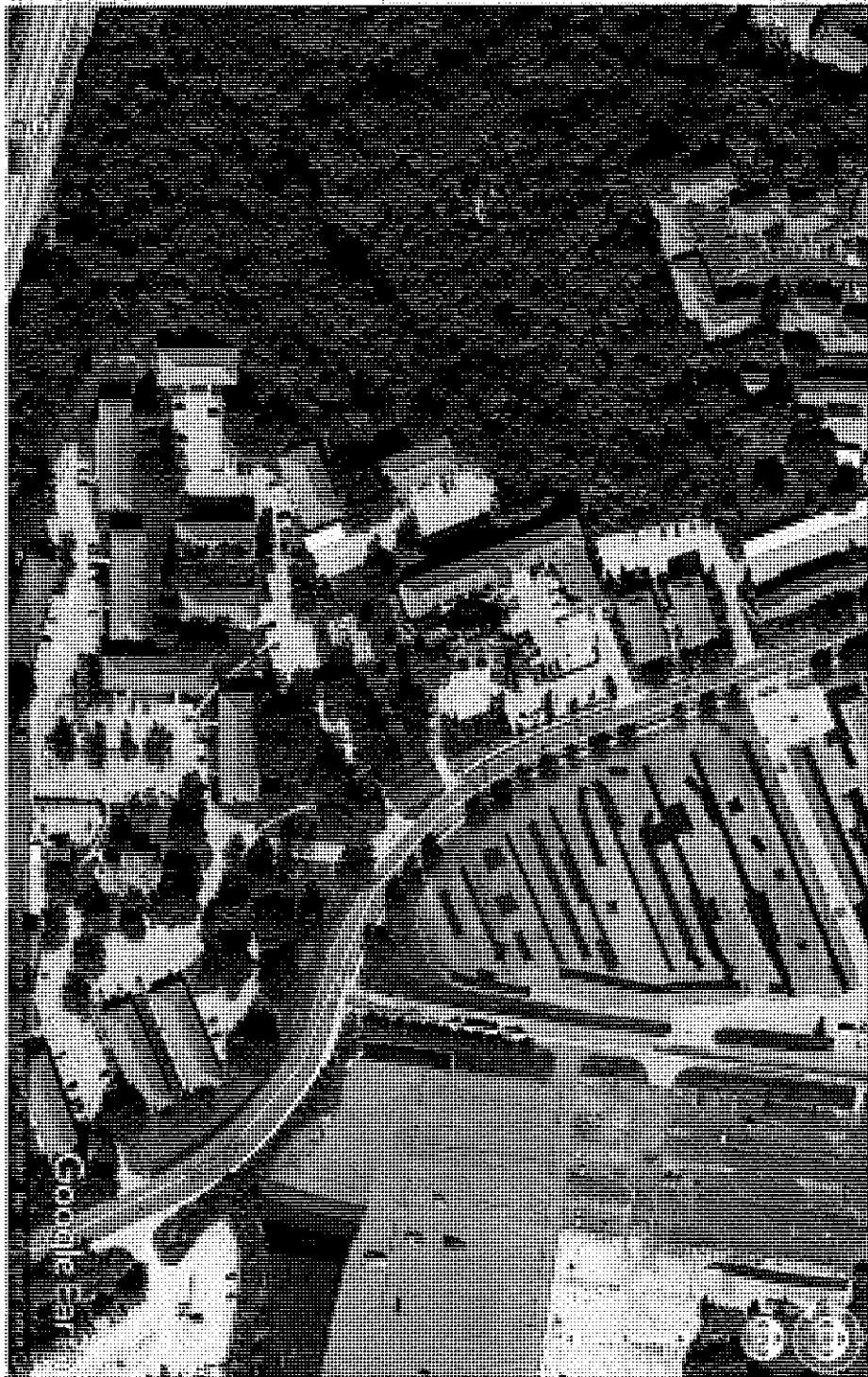


Exhibit A



University / Hitt St (1267)

Google Earth Pro

File View Tools Help

Google Earth Pro

File View Tools Help

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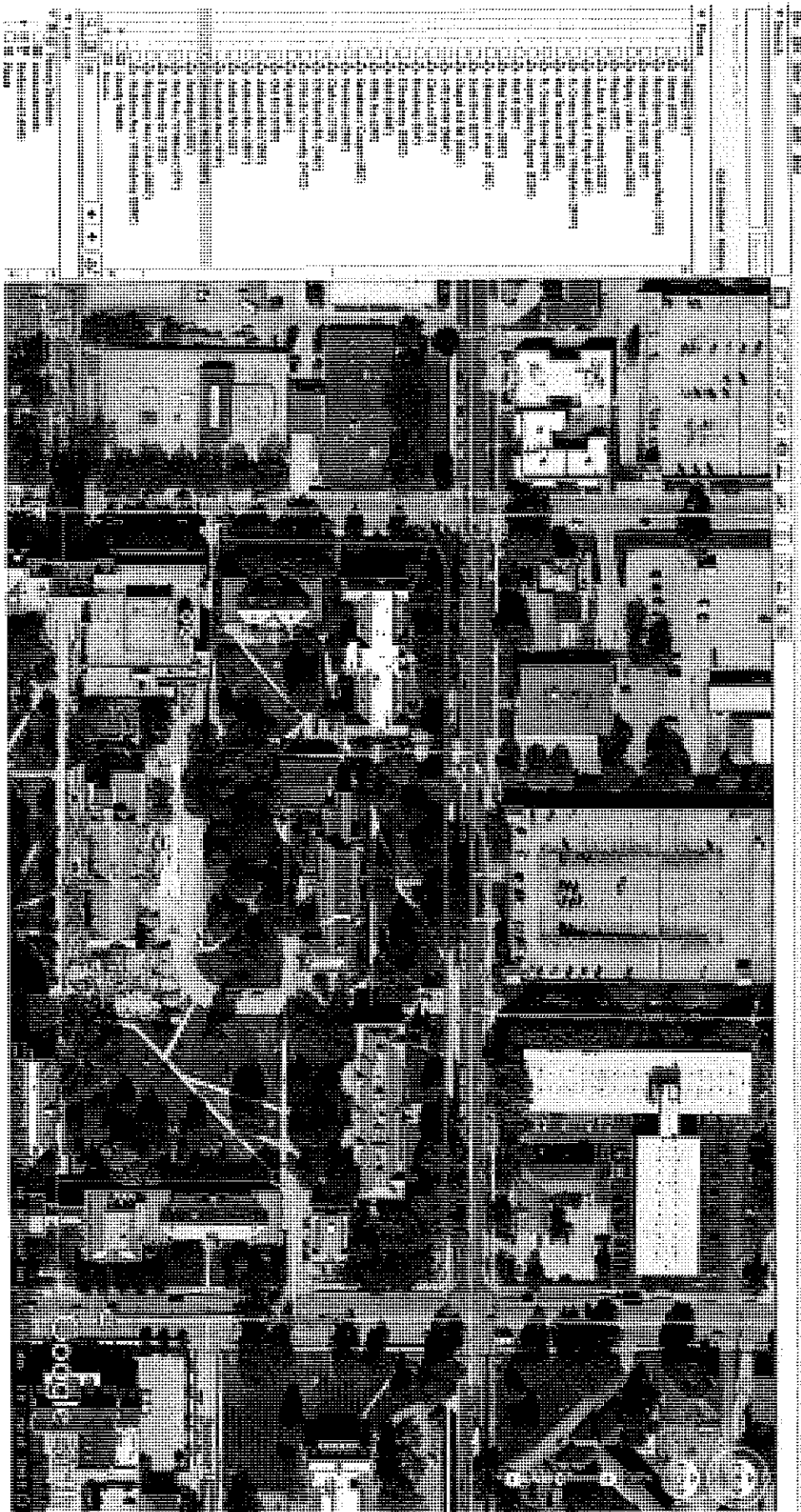
Google Earth Pro

Google Earth Pro

Google Earth Pro

Google Earth Pro

Exhibit A







Park Ave / E Walnut (1571)

Google Earth Pro

File View Tools Window Help

3D Features

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Exhibit A





E Parkway Dr (1183)

Google Earth Pro

File View Tools Help

11/18/2011

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Exhibit A

Ridgeway Ave / E Ash (2885')

Graph from the

Map of the City of

San Francisco, 1900

at present

1	San Francisco, 1900
2	Map of the City of
3	San Francisco, 1900
4	at present
5	Map of the City of
6	San Francisco, 1900
7	at present
8	Map of the City of
9	San Francisco, 1900
10	at present
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12	San Francisco, 1900
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93	San Francisco, 1900
94	at present
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96	San Francisco, 1900
97	at present
98	Map of the City of
99	San Francisco, 1900
100	at present



Exhibit A



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> UNITEL 1128 Lincoln Mall Suite 200 Lincoln NE 68508		<b>CONTACT NAME:</b> Joanne Mohn <b>PHONE (A/C, No, Ext):</b> (402) 434-7200 <b>FAX (A/C, No):</b> (402) 434-7272 <b>E-MAIL ADDRESS:</b> jmohn@unitelinsurance.com	
<b>INSURED</b> BlueBird Network, LLC, DBA: Missouri Network Alliance, LLC 2005 W. Broadway, Bldg A, Ste. 215 Columbia MO 65203		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Farmers Union P & C <b>INSURER B:</b> Travelers Casualty of America <b>INSURER C:</b> Cincinnati Casualty Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 16217 28188	

## COVERAGES

CERTIFICATE NUMBER: 20-21 COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		1RU0859977	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1RU0859977	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		1CB0859978	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB-7K425585-20-15	02/28/2020	02/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella		EXS0549573	08/30/2019	08/30/2020	Excess Liability \$14,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Columbia, Missouri is added additional insured on the commercial general liability insurance as it relates to right-of-way agreement.

30 day notice of cancellation will be provided. 10 day notice of cancellation will be provided for cancellation due to non-payment.

## CERTIFICATE HOLDER

## CANCELLATION

City of Columbia, Missouri Purchasing 701 East Broadway, 5th Floor P.O. Box 6015 Columbia MO 65205-6015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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024278

Permanent Record  
Filed in Clerk's Office

Introduced by Treece  
 First Reading 6-15-20 Second Reading 7-6-20  
 Ordinance No. 024278 Council Bill No. B 144-20

**AN ORDINANCE**

authorizing a right of use permit with Missouri Network Alliance, LLC, d/b/a Bluebird Network, for installation and maintenance of fiber optic cable within the City rights-of-way; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a right of use permit with Missouri Network Alliance, LLC, d/b/a Bluebird Network, for installation and maintenance of fiber optic cable within the City rights-of-way. The form and content of the right of use permit shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 6<sup>th</sup> day of July, 2020.

ATTEST:

Norma L. Whalley  
 City Clerk Deputy City Clerk

B. S.  
 Mayor and Presiding Officer

APPROVED AS TO FORM:

A.  
 City Counselor

# **ATTACHMENT 8**

**From:** Nancy Thompson <Nancy.Thompson@como.gov>

**Sent:** Friday, May 7, 2021 5:47 PM

**To:** Turner, Joshua <jturner@wiley.law>

**Subject:** Re: Bluebird

**External Email**

Bluebird needs to comply with the Right of Use Licenses current in place while we continue to work on any potential revisions to the linear foot fee. If there are any recommendations to go forward regarding the LF fee, it will most likely be related to a cap in the total amount of fees; however, calculation of the cap has not yet been determined. If the City agrees to a cap, the existing licenses will need to be revised. Until the agreements are revised, the fees are due and payable under the existing licenses.

n.

**Nancy Thompson**

City Counselor

City of Columbia Law Department

701 East Broadway

PO Box 6015

Columbia, Missouri 65205

Office: (573) 874-7223

Direct: (573) 874-7227

[nancy.thompson@como.gov](mailto:nancy.thompson@como.gov)

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On Fri, May 7, 2021 at 10:46 AM Turner, Joshua <[jturner@wiley.law](mailto:jturner@wiley.law)> wrote:

Nancy,

We appreciate the City moving forward on the 5/3 permit. There is another permit teed up for the 5/17 meeting that is complete in terms of submissions, but we're hearing from Engineering that it may not make the agenda as a result of



questions about the status of payment. Engineering thinks these questions may be coming from the Law Department or Public Works, but cannot provide more detail about who is raising concerns.

We are looking forward to continued discussions about how to settle our concerns about the substantial negative impact the City's rights of way fees will have on our ability to provide service in Columbia. We would like to reach an agreement that both provides the City with adequate compensation and allows Bluebird to expand its operations and provide critical services to customers in Columbia.

However, for these discussions to be productive, Bluebird needs assurance as soon as possible that the City is not going to decline to issue permits while those discussions are continuing.

Thank you, and feel free to give me a call if it would be more convenient.



Joshua S. Turner  
Attorney at Law  
[jturner@wiley.law](mailto:jturner@wiley.law)

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o: 202.719.4807 • m: 703.989.8904  
[Download V-Card](#) | [wiley.law](http://wiley.law) | [Bio](#)

**From:** Nancy Thompson <[Nancy.Thompson@como.gov](mailto:Nancy.Thompson@como.gov)>  
**Sent:** Monday, May 3, 2021 4:47 PM  
**To:** Turner, Joshua <[jturner@wiley.law](mailto:jturner@wiley.law)>  
**Subject:** Re: Bluebird

**External Email**

There is a new right of use agreement on the consent agenda for tonight's council meeting and I have not been told in advance that it is being pulled from consent. I have not been involved in any conversations regarding the payments.

**Nancy Thompson**

City Counselor

City of Columbia Law Department

701 East Broadway

PO Box 6015

Columbia, Missouri 65205

Office: (573) 874-7223

Direct: (573) 874-7227

[nancy.thompson@como.gov](mailto:nancy.thompson@como.gov)

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On Mon, May 3, 2021 at 11:14 AM Turner, Joshua <[jturner@wiley.law](mailto:jturner@wiley.law)> wrote:

Nancy,

We received the following message from the City's engineering department. It is critical to Bluebird that the permits that are on the City Council's agenda this evening are granted; these permits have been pending since January and are urgently required, not just for Bluebird, but for Bluebird's customers (which include medical facilities, among others).

Is the City saying that if the ROW payment is not made today, these permits will not be granted this evening?

Bluebird needs assurance that these permits will be read and approved tonight—please provide clarification of the City's position as soon as possible.

**From:** Vineet Kapila <[Vineet.Kapila@como.gov](mailto:Vineet.Kapila@como.gov)>

**Sent:** Monday, May 3, 2021 10:07 AM

**To:** Mark McFerren <[mark.mcferren@bluebirdnetwork.com](mailto:mark.mcferren@bluebirdnetwork.com)>; James Scott <[James.Scott@bluebirdnetwork.com](mailto:James.Scott@bluebirdnetwork.com)>

**Subject:** Re: ROU License Permit - Westbury Senior Living build

Mark & Jamie,

It sounds like the fees associated with Ordinance #24278 (the first large fiber for AT&T towers) are due. Public Works will need those paid before I can send additional right of uses through. Please let me know if you would like the contact person for the payment information with Public Works.

Thank you,